

भारत का राजपत्र **The Gazette of India**

प्राधिकार से प्रकाशित
 PUBLISHED BY AUTHORITY

पृ० 49] नई दिल्ली, शनिवार, दिसम्बर 7, 1968/अग्रहायण 16, 1890
 No 49] NEW DELHI, SATURDAY, DECEMBER 7, 1968/AGRAHAYANA 16, 1890

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह ग्रन्थ संकलन के रूप में रखा जा सके।
 Separate paging is given to this Part in order that it may be filed as a separate compilation.

नोटिस

NOTICE

नीचे लिखे भारत के असाधारण राजपत्र 22 नवम्बर, 1968 तक प्रकाशित किये गये :—

The undermentioned Gazettes of India Extraordinary were published up to the 22nd November 1968:—

Issue No.]	No. and Date	Issued by	Subject
429	S. O. 4096, dated the 12th Nov. 1968.	Central Board of Direct Taxes.	Corrigendum to S. O. No. 3494 of 25th September 1968.
430	S. O. 4097, dated the 13th Nov. 1968.	Ministry of Commerce.	Amendments to S. O. No. 3918 of 16th December 1965.
431	S. O. 4098, dated the 15th Nov. 1968.	Iditto.	Recognition of Southern Gujarat Oilseeds Merchants Association Ltd., Kapasia Hall, Palej by the Central Govt.
एस० ओ० 4099, दि० 15 नवम्बर 1968।	वणिज्य मंत्रालय	दक्षिण गुजरात तिलहन व्यापारी संगम लिमिटेड कपासिया हाल, पालेज की केन्द्रीय सरकार द्वारा मंजूरता अनुदत्त करना।	
432	S. O. 4100, dated 15th Nov. 1968.	Ministry of Industrial Development & Company Affairs.	Amendment of S.O. No. 3973 of 11th Nov. 1968.

Issue No.	No. and Date	Issued by	Subject
433	S. O. 4101, dated the 15th Nov. 1968.	Election Commission of India.	Amendment of Notification No. 56/68-VIII (S.O. 2960) of 31st August 1968.
434	S. O. 4102 dated the 16th Nov. 1968.	Ministry of Commerce.	Rescission of S. O. No. 3772 of 20th October 1967 by the Central Govt.
435	S. O. 4103 dated the 16th Nov. 1968.	Ministry of Information & Broadcasting	Approval of the film specified in Column 2 of the Schedule annexed thereto.
436	S. O. 4104, dated the 18th Nov. 1968.	Ministry of Law.	Declaration of the name of candidate of the Bye-Election to the House of People, 8 Madhugiri Parliamentary Constituency.
437	S. O. 4198, dated the 19th Nov. 1968.	Election Commission of India.	Amendment of Notification No. 56/68-VIII (S.O. 2960) of 31st August 1968.
438	S. O. 4199, dated the 19th Nov. 1968.	Ministry of Finance	Corrigendum to S.O. No. 3498 of 28th September 1968.
439	S. O. 4200, dated the 20th Nov. 1968	Ministry of Industrial Development and Company Affairs.	Further extension of time for taking over of India Electric Works Ltd., Calcutta by the Central Government.
440	S. O. 4201, dated the 20th Nov. 1968.	Election Commission of India.	Amendment of notification No. 56/68-VIII (S.O. 2960) of 31st August, 1968.
441	S. O. 4202, dated the 21st Nov. 1968.	Ministry of Labour, Employment and Rehabilitation.	Appointment of date on which some provisions of the Employees' State Insurance Act shall come into force in the villages of the Mysore state.
442	S. O. 4203, dated 22nd Nov. 1968.	Ministry of Food, Agriculture, Community Development and Cooperation.	Fixation of maximum prices of vegetable oil products in various zones.
443	S. O. 4204, dated the 2nd Nov. 1968.	Ditto.	Rescission of S.O. No. 2944 of 1st October 1966.
444	S. O. 4205, dated the 22nd Nov. 1968.	Ministry of Commerce.	Further extension of time for taking over of Bengal Nagpur Cotton Mills Ltd., Rajnandgaon by the Authorised Managing Agents.

ऊपर लिखे प्रमाधरण राजपत्रों की प्रतिया प्रकाशन प्रबन्धक, सिविल लाइन्स, दिल्ली के नाम मांगपत्र भजने पर भेज दी जायेगी। मांगपत्र प्रबन्धक के पास इन राजपत्रों के जारी होने की तारीख से 10 दिन के भीतर पहुंच जाने चाहिए।

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes

भाग II—खण्ड 3—उपखण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन को छोड़ कर) केन्द्रीय प्राधिकरणों द्वारा जारी किए गए विधिक आदेश और अधिसूचनाएं।

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

ELECTION COMMISSION, INDIA

New Delhi, the 15th October 1968

S.O. 4307.—In exercise of the powers conferred by sub-section (1) of section 13A of the Representation of the People Act, 1950, the Election Commission, in consultation with the Government of Tripura, hereby nominates Shri Amitabha Dutta, Judicial Secretary to the Government of Tripura, as the Chief Electoral Officer for the Union Territory of Tripura from the forenoon of the 12th September, 1968 and until further orders *vice* Shri C. P. K. Erady.

[No. 154/20/68(II).]

By Order,

K. S. RAJAGOPALAN, Secy.

MINISTRY OF HOME AFFAIRS

New Delhi, the 25th November 1968

S.O. 4308.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules further to amend the "Tripura Employees (Revision of Pay and Allowances) Rules 1963", namely :—

1. These rules may be called the "Tripura Employees (Revision of Pay and Allowances) Rules, 1968".

2. In Part II of Schedule I to the Tripura Employees (Revision of Pay and Allowances) Rules, 1963 :—

(i) Under the heading "Public Health Department" (erstwhile Territorial Council, Tripura), after item No. 27, the following entries shall be inserted under columns 1, 2, 3 and 4 respectively.

28. Assistant Unit Officer	Rs. 180-5-210-8-250	Rs. 200-10-290-EB-10-400.
29. Head Clerk-cum-Accountant	Rs. 130-5-180	Rs. 200-10-300
30. Upper Division Clerk	Rs. 130-5-180	Rs. 200-10-300
31. Assistant Accountant	Rs. 55-3-88-EB-3-118-4-130	Rs. 125-3-140-4-156-EB-4-200
32. Compounder	Rs. 55-1-58-2-100	Rs. 125-3-140-4-156-EB-4-200
33. Accountant	Rs. 130-5-180	Rs. 200-10-300.
34. Orderly, Peon, Chowkidar, Cleaner, Sweeper and all other similar Class IV posts.	Rs. 20-1/4-25	Rs. 60-1/2-65-1-75

(ii) Under the heading "Public Health Department (erstwhile Territorial Council Tripura)" against item No. 12, the words "Rs. 30/- fixed" shall be inserted in column 3 below the existing entry.

(iii) Under the heading "Medical and Public Health Department" erstwhile Territorial Council Tripura after item No. 31, the following entries shall be inserted under columns 1, 2, 3, 4 and 5 respectively :—

32. Assistant Nurse	Rs. 60-3-90	Rs. 65-3-80-4-96-EB-4-140	To be redesignated as Assistant Nurse-cum-midwife.
33. Clerk	Rs. 55-3-33-EB-3-118-4-130	Rs. 125-3-140-4-156-EB-4-200	

(iv) Under the heading "Medical and Public Health Department, erstwhile Territorial Council Tripura", against item No. 4, the following words shall be added in column No. 2, after the existing entry :—
"and Junior nurse".

(v) Under the heading "Animal Husbandry Department, erstwhile Territorial Council Tripura", after item No. 36, the following entries shall be inserted in columns 1, 2, 3 and 4 respectively :—

37. Inspector of Live Stock Census Operations.

Rs. 125-5-240-10-250

Rs. 175-7-238-EB-7-245-8-325.

(vi) Under the heading "Animal Husbandry Department, erstwhile Territorial Council Tripura", against the item No. 29, the following entry shall be inserted in column No. 3 below the existing entry :—
"Rs. 80-4-120-5-150"

(vii) Under the heading "Education Department" erstwhile Territorial Council Tripura, after item No. 56, the following entries shall be inserted in columns 1, 2, 3 and 4 respectively.

57. Statistical Asstt. for Higher Secondary School

Rs. 100-5-160-EB-5-215-10-225

Rs. 175-7-238-EB-7-245-8-325

(viii) Under the heading "Education Department, erstwhile Territorial Council Tripura" in column 4, against item No. 6, the following shall be inserted in addition to the existing entry :—
"EB after 10th and 18th stages".

(ix) Under the heading "Education Department, erstwhile Territorial Council Tripura" in column 3, against item No. 6, the following shall be inserted in addition to the existing entry:—
"EB after 10th and 18th stages".

(x) Under the heading "Education Department, erstwhile Territorial Council Tripura" in column 3, against item No. 7, the following shall be inserted in addition to the existing entry :—
"EB after 10th and 18th stages".

(xi) Under the "Education Department, erstwhile Territorial Council Tripura" in column 3, against item No. 8, the following shall be inserted in addition to the existing entry:—
"EB after 10th and 18th Stages".

(xii) Under the heading "Education Department, erstwhile Territorial Council Tripura" in column 3, against item No. 9 the following shall be inserted in addition to the existing entry :—
"EB after 10th and 18th Stages".

(xiii) Under the heading "Education Department, erstwhile Territorial Council, Tripura" in column 3, against item No. 10 the following shall be inserted in addition to the existing entry :—
"EB after 10th and 18th Stages".

(xiv) Under the heading "Education Department, erstwhile Territorial Council Tripura" in column 3, against item No. 11 the existing entry shall be substituted by the following :—
Rs. 200-15-320-20-500
(EB after 12th Stage).

(xv) Under the heading "Education Department, erstwhile Territorial Council, Tripura" in column 3, against item No. 12, the following entries shall be substituted "Rs. 170-10-250-15-280-EB-15-355".

(xvi) Under the heading "Education Department, erstwhile Territorial Council Tripura" against item No. 13, in column 3, the existing entries shall be substituted by the following :—
"Rs. 170-10-250-15-280-EB-15-355"

(xvii) Under the heading "Education Department, erstwhile Territorial Council, Tripura" against item No. 15, in column 3, the following entries shall be added below the existing entries :—

(iii) Rs. 100-5-215-10-225 (EB. after 12th Stage)

(iv) Rs. 100-5-160-EB-5-215-10-225 (for graduates with Hindi as optional subject or BT or equivalent Diploma or 5 years teaching experience).

(v) Rs. 100-5-215-10-225 (EB after 12th Stage) for graduates with diploma in Physical Education.

(xviii) Under the heading "Education Department, erstwhile Territorial Council, Tripura" for the existing entries against item No. 17, column 3, the following shall be substituted.

(i) Rs. 100-5-160 (for matriculates with diploma/training certificate)"

(ii) Rs. 70-3-103-EB-3-118-4-150 (for others)

(xix) Under the heading "Education Department, erstwhile Territorial Council, Tripura" against the item No. 24, in column 3, the following entries shall be inserted below the existing entry :—

(i) Rs. 55-3-91-EB-3-118-4-130 plus special pay of Rs. 15/- p.m.

(xx) Under the heading "Education Department, erstwhile Territorial Council, Tripura" against item No. 40 the following shall be inserted below the existing entries in column 3 and 4 respectively :—

(vi) Rs. 55-3-91-EB-3-118-4-130 plus special pay of Rs 15/- p.m. for un-trained matric and above.

(vii) Rs. 125-3-140-4-180 EB-4-200 plus special pay of Rs. 15/- p.m. for untrained matric and above — the future entrants to this post shall be trained.

[No. 2/17/67-HMT (u)]

R. C. GUPTA, Under Secy.

MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 23rd November 1968

S.O. 4309.—In exercise of powers conferred by Section 3 of the Emigration Act 1922 (VII of 1922), the Central Government hereby appoints Shri Awtar Singh Malhotra, Public Relations Officer, Regional Passport and Emigration Office, Bombay, to be the Protector of Emigrants, Bombay, in addition to his own duties, with effect from the date he takes over charge of the post *vice* Shri G. S. Padgaonkar.

[No. CPEO/19/69]

New Delhi, the 27th November 1968

S.O. 4310.—In exercise of powers conferred by Section 3 of the Emigration Act, 1922 (VII of 1922), the Central Government hereby appoints Shri A. S. Narkar, Superintendent, Regional Passport and Emigration Office Delhi, to be the Protector of Emigrants, Delhi, in addition to his own duties with effect from 18th November, 1968 *vice* Shri J. A. David.

[No CPEO/19/68.]

M. L. KHOSLA,
Attache (PVA)

CENTRAL BOARD OF DIRECT TAXES

ESTATE DUTY

New Delhi the 23rd November 1968

S.O. 4311.—In exercise of the powers conferred by the second proviso to sub-section (2) of Section 4 of the Estate Duty Act, 1953 (34 of 1953) and in supersession of its

notification No. 18/F. No. 21/35/64-E.D. dated 11th May, 1964 published as S.O. 1720 in Part II, Section 3(ii) of the Gazette of India dated the 23rd May, 1964, the Central Board of Direct Taxes hereby directs that every Income-tax Officer appointed to be an Assistant Controller and posted to the Estate Duty-*cum*-Income-tax Circle, Bhubaneswar shall perform his functions as Assistant Controller in the said Circle to the exclusion of all other Assistant Controllers in respect of the estates of all deceased persons, who, immediately before their death, were being or would have been assessed to Income-tax, had they derived any taxable income in any Income-tax Circle which is within the jurisdiction of the Commissioner of Income-tax, Orissa, Bhubaneswar.

2. This notification shall come into force on the 1st Day of December, 1968.

Explanatory Note

[This note does not form a part of the notification but is intended to be merely clarificatory.]

This notification has become necessary because of the creation of a separate Estate Duty-*cum*-Income-tax Circle at Bhubaneswar.

[No. 29/F.—No. 21/91/63 E.D.]

S.O. 4312.—In exercise of the powers conferred by the Second proviso to Sub-section (2) of Section 4 of the Estate Duty Act, 1953 (34 of 1953) and in supersession of its notification No. 18/F. No. 21/35/64-E.D. dated 11th May, 1968 published as S.O. 1720 in Part II, Section 3(ii) of the Gazette of India dated 23rd May, 1964, the Central Board of Direct Taxes hereby directs that every Income-tax Officer appointed to be an Assistant Controller and posted to the Estate Duty-*cum*-Income-tax Circle, Ranchi shall perform his functions as Assistant Controller in the said Circle to the exclusion of all other Assistant Controllers in respect of the estates of all deceased persons who, immediately before their death, were being or would have been assessed to Income-tax, had they derived any taxable income in any Income-tax Circle, the headquarters of which lies within the revenue districts of Ranchi, Hazaribagh, Palamau, Singhbhum, and Dhanbad Districts of the Bihar State.

This notification shall come into force on the 1st December, 1968.

Explanatory Note

[This note does not form a part of the notification but is intended to be merely clarificatory.]

This notification has become necessary because of the creation of a separate Estate Duty-*cum*-Income-tax Circle at Bhubaneswar.

[No. 30/F.—No. 21/91/68-E.D.]

S. BHATTACHARYYA, Secy.

INCOME-TAX

New Delhi, the 25th November 1968

S.O. 4313.—In exercise of the powers conferred by sub-section (1) of section 121 of the Income-tax Act, 1961 (43 of 1961), the Central Board of Direct Taxes, hereby makes the following amendments to the Schedule appended to its notification No. 20(F. No. 55/1/62-I.T.) dated the 30th April, 1963 published as S.O. 1293 on pages 1454—1457 of the Gazette of India Part II Section 3 Sub-section (ii) dated the 11th May, 1963 as amended from time to time:—

1. Against S. No. 5, Bombay City II, under column 3 of the Schedules appended thereto, the following shall be added:

"12. X-Ward"

This Notification shall take effect from 25th November, 1968.

[No. 124—F. No. 55/435/68-IT(A.III).]

S. R. WADHWA, Under Secy.

OFFICE OF COLLECTOR OF CUSTOMS & CENTRAL EXCISES,
SHILLONG

CENTRAL EXCISE

Shillong, the 19th September 1968

S.O. 4314 —In exercise of the powers conferred upon me under Rule 5 of the Central Excise Rules, 1944, I hereby empower the Central Excise officers specified in Column 2 of the sub-joined table to exercise within their jurisdiction the powers of the Collector under the Central Excise Rules, as mentioned in Column (1) thereof subject to the limitations set out in column (3) of the said table

TABLE

C. E. Rules	Rank of Officer	Limitations, if any
(1)	(2)	(3)
Rule 56A (4)	All Officers of and above the rank of the Superintendent of Central Excise.	Full Powers.

[No. 7/68.]

A. K. BANDYOPADHYAY, Collector.

CENTRAL EXCISE COLLECTORATE, ALLAHABAD

Allahabad, the 20th September, 1968

S.O. 4315—In supersession of Central Excise Collectorate Notification No. 5/CE/1966 dated the 18th November, 1966 and in exercise of the powers conferred on me under proviso to Rules 15 & 16 of Central Excise Rules, 1944, I hereby notify in the enclosed schedule the areas, in which growers and curers of tobacco will be exempted from declaration of their area and yield respectively under the above rules provided that the area cultivated and the quantity of tobacco cured by a grower/curer do not exceed the maxima specified in cols. 3 & 4 of the schedule in respect of the areas notified in col. 2 thereof. The above exemptions under Rules 15 & 16 of Central Excise Rules, 1944, will not apply to flue cured tobacco and tobacco other than flue cured used in the manufacture of Cigarettes, Smoking mixtures for pipes and Cigarettes and Biris.

Schedule showing Revenue jurisdiction of areas in Allahabad Collectorate exempted under rules 15 & 16 of Central Excise Rules, 1944

(Enclosures to Allahabad Collectorate Notfn. No. 4-CF/1968 dt. 20-9-68 for Allahabad Collectorate

Sl. No.	Name of Districts of portion thereof	Exempted areas in Ares.	Exempted Quantity in Kgs.	Remarks
1	2	3	4	5
1	Entire Varanasi Distt. except villages Sherpur and Khamaria of Gyanpur Tehsil	10	60	
2	Entire Mirzapur district	10	60	
3	Entire Ghazipur district	5	60	
4	Entire Jaunpur district except Municipal limits of Jaunpur and Machhli-Shahar towns	4	60	

I	2	3	4	5
5	(a) Entire district Allahabad except Sirathu and Manjhanpur tehsils and areas within corporation limits of Allahabad city	4	60	
	(b) Sirathu and Manjhanpur tehsils of Allahabad district forming present Kara Range	2	60	
6	(a) Partl and Partabgarh tehsils of Pratabgarh district	5	60	
	(b) Kunda Tehsil of Partabgarh Distt.]	2	60	
7	Entire Banda district	5	60	
8	Entire Fatehpur district	4	60	
9	(a) Azamgarh Sadar Tehsil except areas within the Municipal limits of Azamgarh city and Paraganas Atraulia and Korla of Phoolpur tehsil and whole of Lalganj tehsil excluding pargana Deogaon of Azamgarh district	4	60	
	(b) Entire Sagari Tehsil excluding villages :	4	60	
	(i) Bangaon, Jolaiapur, Gopalpur, Jamilpur, Azamatgarh & Jeaupur of Sagari Parganas &			
	(ii) village Maharajganj of Gopalpur Pargana.			
	(c) Entire Garha Pargana of Ballia Distt.	4	60	
	(d) Entire Doaba Pargana of Ballia Distt. except village Bairia	4	60	
	(e) Entire Ballia Pargana of Ballia Distt. except Village Onhata	4	60	
10	Entire Gorakhpur district	4	60	
11	Entire Deoria district	4	60	
12	Mau, Karwi, Naraini and Banda Tehs. of Banda district	5	60	
13	Entire Bareilly distt. except :	4	60	
	(a) Bareilly Municipal area.			
	(b) Village Agras, Memore, Murya Chet Ram and Mohammadganj in Bareilly tehsil.			
	(c) Villages Gurwa and Sirauli of Aonla tehsil			
	(d) Villages Goona Hattroo, Gurwara and Jam of Baheri tehsil			
14	Entire Budaun district except :	4	60	
	(a) Municipal limit of Budaun city.			
	(b) Villages Dalal Nagar & Khukri in Dataganj tehsil.			
	(c) Villages Sahasawan and Dahagawan of Sahasawan tehsil.			
	(d) Villages Ughaithi and Amiapur in Bilsa Pargana			
	(e) Villages Pataria, Gunnaur, Gawan, and Rajpura in Gunnaur Tehsil.			
15	Entire Pilibhit district :	5	60	
	(a) Entire Shahjahanpur Tehsil except Shahjahanpur Municipal limits and villages Badshah Naga- and Nagarpal	5	60	
	(b) Entire Tilhar Tehsil except Tilhar town.			
	(c) Entire Tehsils of Jalalabad and Powayan.			
	(d) Entire Hardoi district except pargana Gopamau and Pihani in Hardoi Tehsil, Shahabad town in Shahabad tehsil and Bilgram & Sandi towns in Bilgram Teh.	5	60	

1	2	3	4	5
16	(a) Entire tehsil Bilari, Amroha and Hasanpur of Moradabad District	4	60	
	(b) Entire Bijnore District	4	60	
	(c) Entire Rampur District except Saur tehsil of Rampur District	4	60	
17	Entire Almora district	12	60	
18	Entire Nainital district	12	60	
19	Entire Pauri Garhwal district	12	60	
20	Entire Tehri Garhwal district	12	60	
21	Entire Saur tehsil excluding V. Tanda, Saur Bhat, Baqqal and Mustafabad	12	60	
22	Entire Thakurdwara and Moradabad tehsils except village Pakwara of Moradabad tehsil of Moradabad district	12	60	
23	Entire Sultanpur district	4	60	
24	Entire tehsils Mohanlalganj and Lucknow except (i) Lucknow Municipal Limits, (ii) Amethi (iii) Salempur & Nagrani	5	60	
25	Entire tehsil Safipur of Unnao district except villages Bangarmau Moradabad, Unwan, Udshala, Bhan-sar, Nausarah, Tehpur, Tegtapur, Hasapur Raghunapur, Fatehpur, Hamza and Khals	5	60	
26	(a) Entire Unnao tehsil except villages Padari, Khurd, Padooda, Atwa and Raithuna	5	60	
	(b) Entire Hasanganj tehsil except villages Mohaw, Asiwan, Rosollabad Hasanpur and Moraiyan	5	60	
	(c) Entire Purwa tehsil except villages Panhan, Meemrezpur, Pakra Buzurg Banpurwa, Sarwan, Samokha, Purwa Saharapur & Ratan	5	60	
27	Entire Malihabad tehsil except villages Mohana, Charoawn, Chandanpur, Nagar, Malihabad, Kumrawan, Indara, Narosa & Usarana	5	60	
28	(a) Entire Gonda District except Nawabganj tehsil (b) Nawabganj tehsil	5 4	60 60	
29	Entire Basti district	4	60	
30	(a) Bahraich and Nanpara tehsils of Bahraich district	5	60	
	(b) Kaiserganj tehsil of Bahraich district	4	60	
31	(a) Entire tehsil Kheri of Lakshimpur district except the villages (i) Pangl, Kheri Kunwarpur, Motipur Paharkhan Ka Purwa of Pargana Kheri, (ii) Asokhapur, Bandha Diha, Johnapurwa, Katkusan and Pandari of Pargana Srinagar and Pallia of Pargana Pallia	4	60	
32	(a) Entire tehsil Mohamdi of Lakhimpur distt. except the villages (i) Mohamdi of Pargana Mohamdi, (ii) Barwar of Pargana Pasgawan, (iii) Kurali of Pargana Haidrabad (iv) Mohammadpur of Pargana Mogadpur and (v) Babona of Pargana Kesta	4	60	
	(b) Entire tehsil Nighasan of Lakhimpur district except the villages (i) Dhaurara Jokhpurwa, Majharia, Abhaipur Lunianpurwa of Pargana Dhaurara, (ii) Bhojhia, Idlispur, Isanagar, Bershingpur, Gurwa, Kurtay, Rudarpur, Janakpurwa, Hulaspurwa and Ganeshpur of Pargana Isanagar, (iii) Singhal, Nighasan, Guraia, Jama-haura, Pandia and Barotha of Pargana Bighasa, (iv) Paliakalan of Pargana Pallia	4	60	

1	2	3	4	5
33	(a) (i) Entire Misrikh teh. of Sitapur distt. except the villages (i) Tiliani, Aunt, Vazeer-nagar, Seothan, Bhikanpur, Imli, Saidpur and Meerpur of Pargana Misrikh (ii) Machhretta of Pargana Machhret a. (iii) Gangapur of Pargana Gondlamau. (iv) Palia, Tikra, Chhaba, Begampur and Kusaila of Pargana Maholi. (v) Kundera of Pargana Kurauna. (vi) Bansi, Biswan & Faridpur of Pargana Chaundhara. (vii) Aurangabad of Pargana Aurangabad. (b) Entire tehsil Sitapur of Sitapur district except the villages :— (i) Kairabad of Pargana Kairabad, (ii) Sitapur and Bilhera of Pargana Sitapur (iii) Hargoon, Keotkalan and Turtipur of Pargana Hargoon. (c) Entire Sidhauri teh. of Sitapur distt. except pargana Mohamoodabad and except the villages (i) Dharampur, Babapur, Diorvang, Runda, Khamaria, Padaria Ramdiari, Helpara, Gangolia, Itaya, and Karuapur of Parg. Sadarpur. (ii) Sahela, Hardipurwa, Raghevapur, Tewari-pur Naherwal and Budhevpurwa of Pargana South Kundri. (d) Tambaur pargana lying in the east of Chauka river in Biswan tehsil except the villages Patrasa, Deoria, Zalampur, Seota, Akabarpur, Dhakia, Roha, Datauni	4	60	
34	Entire distt. Faizabad except Ajodhya, Municipal limits of Tanda, villages Khajayan, Surahurpur, Jalalpur, Shahzadpur (Akbarpur)	5	60	
35	Entire distt. Rai Bareilly except villages Jaio, Nasirabad, Saina, Chak, Ahora, Tantapur, Bhilampur, Chandai, Mira, Swaya, Pauney, Maukhanduli, Bhai and Kila Rai-Bareilly	5	60	
36	(a) Entire distt. Barabanki except:— (i) Villages Palsar, Sidhaur, Amdaha, Partapganj, Maiudabad, Mitai, Bhargoon Pindha, Abrahimpur, Masuli and Shahpur. Trilokpur, Kintoor, Tanda, Mohammdupur, Bhagauli, Fatehpur, Madanpur, Chandoori, Baddosari, Shahpur, Laldi, Shari and Karhari. Bisain, Bahrauli, Tikaitganj, Kursi, Mahmud-Bichunpur, Jahagirabad, Bandjinagar and Nidura.	5	60	
37	Entire district Chamoli and Pithauragarh	12	60	

COLLECTORATE OF CENTRAL EXCISE : WEST BENGAL : CALCUTTA

CENTRAL EXCISE

(Calcutta, the 8th November 1968)

S.O. 4316— In exercise of the powers conferred on me under rules 15 and 16 of the Central Excise Rules, 1944, as amended under Govt. of India Ministry of Finance (Dept. of Revenue) Notification No 3/58 dated 11-1-58 and No 119/60 dated 1-10-60, read with rule 233 of the Central Excise Rules, 1944, I hereby make the following amendments in the Collectorate of C. Ex, W B., Notification No 6/1968 dated 7-10-1968, namely

(1) Against Dhupguri P.S. under Jalpaiguri Sub-Division appearing in Column 3 of the Schedule, the names of the following villages may be corrected as under —

Names appeared in the Schedule appended to Notfn. No. 6/68 dt 7-10-68	Corrected names
UTTAR HAR AITAGURA	UTTAR JHAR ALTAGRAM
CHATAKTURI	FAIAKTARI
CHOWLIALLY	CHOWHALDIY
BAMANJHUR	BAMANJARI
CHANACHIHA	CHANADILA
MADLOYA SALBARI	MADHYA SALBARI
UTTAR KHUTHMARI	UTTAR KHUTIMARI
ANGRAJHORA	ANGRABHASA

(2) Against Mayanaguri P.S. under Jalpaiguri Sub-Division appearing in Column 3 of the Schedule, the names of the following villages may be corrected as under —

Names appeared in the Schedule appended to Notfn. No. 6/68 dt 7-10-68	Corrected names
BANGHAND	BANGHANDI
UTTAR MOWNAMARI	UTTAR MOWAMARI
CHATRUPUR	CHITRAPUR
PASCHIM BAROGHAT	PASCHIM BAROGILA
BAGJARI	BAGJAN
PAITKAHIOCHI	PAITKA KHOCIA
BANGLARIJHUR	BANGLARJHAR
JHAR BARAGILE	JAR-BAROGILA

(3) Against Halabari P.S. under Jalpaiguri Sub-Division appearing in Column 3 of the Schedule, the names of the following villages may be corrected as under —

Names appeared in the Schedule appended to Notfn. No. 6/68, dt. 7-10-68	Corrected names
MONDRIGHAT	MANDALGHAT
ARJI GHALBARI	ARJI-GARALBARI
BANKTIA	BANSKUNTIA

[No. 7/1968]

D. R. KOHLI, Collector.

MINISTRY OF INDUSTRIAL DEVELOPMENT & COMPANY AFFAIRS

(Department of Industrial Development)

ORDER

New Delhi, the 14th November 1968

S.O. 4317/P/DC/ID/68.—In exercise of the powers conferred by Section 6 of the Industries (D&R) Act, 1951 (65 of 1951), read with Rules 2, 4 and 5 of the Development

Councils (Procedural) Rules, 1962, the Central Government hereby appoints, for a period of two years with effect from the 26th October, 1968, the following persons to be members of the Development Council for the scheduled industries engaged in the manufacture or production of Paper, Pulp and Allied Industries, in place of members appointed under the Government of India in the late Ministry of Industry Order No. S.O. P/DC/I/66, dated the 25th October, 1966, as amended from time to time, whose tenure of office has expired by efflux of time or otherwise:

DEVELOPMENT COUNCIL FOR PAPER, PULP AND ALLIED INDUSTRIES

Chairman

1. Shri M. S. Parkhe, Managing Director, Central Pulp Mills, Poona

Members

2. Shri V. Poddar, Works Director, Rohtas Industries Ltd., Dalmianagar, Bihar.
3. Shri S. K. Roy, Shree Gopal Paper Mills Ltd., Thapar House, 25, Brabourne Road, Calcutta.
4. Shri P. G. Rao, Modern Packaging Ltd., Ticciton House Haine Road, Bombay-11
5. Shri P. S. Navlakha, General Manager, Straw Products Ltd., 18, Rabindra Sarani, Calcutta-1.
6. Shri B. D. Somani, Managing Director, Andhra Pradesh Pulp and Paper Mills, Shreeniwas House, Waudby Road, Bombay-1
7. Shri P. S. Kothari, Managing Director, National Newsprint and Paper Mills Ltd., Nepanagar, Madhya Pradesh.
8. Shri P. C. Gupta, Utkal Machinery Mfg Co. Kansbahal, Dist Sundargarh (Orissa).
9. Shri Shankar Ghosh, Managing Director, Titagarh Paper Mills Co. Ltd., Chartered Bank Bldg., Calcutta-1.
10. Dr. D. C. Tapadar, Principal, Institute of Paper Technology, Saharanpur (U.P.).
11. Shri A. S. Lakshmanan, Senapathy Whitely (P) Ltd., 14, Tanery Road, P.B. No 1404, Bangalore-5.
12. Shri R. P. Ramakrishna, General Manager, Seshasayee Paper and Board Ltd., Pallipalayam, Erode, (Madras).
13. Shri V. P. Gohel, Vice-President, M/s. Gwalior Rayon Silk (Mfg. & Wvg) Co Ltd., (Wood Pulp Division), Birlakootam, Kozhikode, (Kerala).
14. Shri R. P. Bhargava, Manager, Star Paper Mills, Saharanpur (U.P.).
15. Shri S. L. Talwar, Managing Director, Paper Products Ltd., Asaf Ali Road, New Delhi.
16. Shri R. K. Seth, Managing Director, India Paper Pulp Co. Ltd., 14, Netaji Subhash Road, Calcutta-1.
17. Shri K. L. Rajgarhia, Rajendra Paper Mills, 51, New Industrial Township, Faridabad (Haryana).
18. Shri Devinder Kumar Jain C o. M/s Siddho Mai & Sons, Chawari Bazar Delhi-6.
(Also at present President of the Federation of Paper Traders Association of India).
19. Shri P. V. Parthasarthy, C/o. M/s. Kumudam, 83, Purasawalkam, High Road, Madras-10.
20. Shri Ramesh Dutt, Metal Box Company of India Ltd., 249, Worli Road, Bombay-18 W.B.
21. Inspector General of Forests, Ministry of Food and Agriculture, Department of Agriculture, Krishi Bhawan, New Delhi.
22. President, Forest Research Institute and College, P.O. New Forests, Dehra Dun
23. Chief Controller of Printing & Stationery, New Delhi.

Member Secretary

24. Shri N. Narasimhan, D.O. Paper, DGTD. Ministry of Industrial Development & Co. Affairs.

25	}	Two members of Parliament.	}	<i>Will be announced later.</i>					
26									
27	}	Two nominees of Labour.							
28									
29	A nominee of the C.S.I.R.								
30	Vacant.								

2. Shri N. Narasimhan, Development Officer, Directorate General of Technical Development, New Delhi is hereby appointed to carry the functions of Secretary of the said Development Council.

[No. LI(III)-17(77)/68-Dev. Council.]

V. PRAKASH, Under Secy

(Department of Industrial Development)

NOTIFIED ORDER

New Delhi, the 23rd November 1968

S.O. 4318.—In exercise of the powers conferred by Section 8A of the Industries (Development and Regulation) Act, 1951 (65 of 1951) the Central Government hereby extend the term of Shri S. N. Lahiri as the Authorised Controller of the India Electric Works Ltd upto 26th November, 1968.

[No. 1(2)/68-LEEI.]

N. SIVARAMAN, Under Secy

(Department of Industrial Development)

(Indian Standards Institution)

New Delhi, the 20th November 1968

S.O. 4319.—In partial modification of the notification number S.O. 3609 dated 25 September, 1968, published in the Gazette of India, Part II, Section 3(ii) dated 12 October, 1968, the Indian Standards Institution hereby notifies that, with a view to facilitate change over by the Certification Marks Licensees, IS:10-1964 Indian Standard Specification for Plywood Tea-chests (*Second Revision*), referred to at Sl. No. 1 of the Schedule, shall remain in force up to 31 December 1968 both with and without Amendment No. 1 of April 1968. After 31 December 1968, in so far as Amendment No. 1 is concerned, only the amended version of the specification shall be in force.

[No. CMD/13:5.]

(DR.) A. N. GHOSH, Director General

MINISTRY OF PETROLEUM & CHEMICALS

New Delhi, the 21st November 1968

S.O. 4320.—Whereas it appears to the Central Government that it is necessary in the public interest that the transport of Petroleum from the drill sites well No. 95 to GGS III in the (Kalol) oil Field, in Gujarat State, Pipelines should be laid by the Oil & Natural Gas Commission and that for the purpose of laying such Pipelines, it is necessary to acquire the Right of user in the land described in the schedule annexed thereto.

2. Now, therefore, in exercise of the powers conferred by Sub-Section (i) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein

3. Any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority, at Shed No. 27, Makarpura Road, Baroda-4 in the Office of the Gujarat Pipelines Project (Oil & Natural Gas Commission) Baroda. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioners.

SCHEDULE

State: Gujarat

Dist.: Mchsana

Taluka: Kadi

(Laying pipeline from Well No. 95 to G.G.S. III)

Village	S. No.	Hectare	Acre.	P. Acre.
Chatral	144	0	9	51
"	327	0	15	48
"	328	0	12	34
"	330/2	0	1	61
"	V. P. Road Chatral	0	1	21
"	352/1	0	10	19
"	351/1	0	7	38
"	351/2	0	2	72
"	V. P. Road Chatral	0	1	21
"	337	0	2	12
"	340	0	2	72
"	338	0	2	92

[No. 20/3/67-I.O.C.]

New Delhi, the 25th November 1968

S.O. 4321.—Whereas it appears to the Central Government that it is necessary in the public interest that the transport of Petroleum from the drill sites well No. 22(KAQ) to well No. GGSVII in the (Kalol) Oil Field, in Gujarat State, Pipelines should be laid by the Oil & Natural Gas Commission and that for the purpose of laying such Pipelines, it is necessary to acquire the Right of users in the land described in the scheduled amended thereto.

2. Now, therefore, in exercise of the powers conferred by Sub-Section (i) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority, Western Region. Shed No. 27, Makarpura Road, Baroda-4, in the office of the Gujarat Pipelines Project (Oil & Natural Gas Commission), Baroda. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

(Laying Pipeline from Well No. 22 (KAQ) to G.G.S. VII)

State: Gujarat

Dist.: Gandhinagar

Tal.: Gandhinagar

Village	Survey No.	Hectare	Acre.	P. Acre.
Uvarsad	1327/2	0	10	01
"	1326/2	0	5	66
"	V. P. Road	0	3	64
"	1166/4	0	7	98
"	1166/3	0	3	00
"	1166/1	0	2	72
"	1166/2	0	12	54
"	1165/1	0	2	12
"	1163/1, 2, 3, 4, 5	0	14	86
"	1161/1	0	3	24
"	1161/2	0	2	12
"	1155/4, 5	0	7	08
"	1155/3	0	3	74
"	1155/1, 2 } †1154/1, 2 }	0	16	99

Village	Survey No.	Hectare	Acre.	P. Acre.
Uvarsad	1152	0	6	47
"	1099/2	0	1	61
"	1099/1	0	15	58
"	1099/4	0	1	51
"	1102/2/1	0	7	68
"	1102/2/2	0	5	76
"	1104	0	12	24
"	1107	0	12	34
"	1011/3	0	7	38
"	1011/2/2	0	2	42
"	1011/1	0	15	66
"	1017/1A	0	11	83
"	1017/1B	0	16	59
"	1029	0	18	71
"	1040	0	7	68
"	1036/2	0	8	29
"	1036/1	0	9	51
"	1073	0	19	73
"	1111	0	9	81

(Laying Pipeline from G.G.S. VII to Well No. 88)

"	1107	0	11	13
"	1108	0	3	04
"	1104	0	3	04
"	1102/1	0	4	65
"	1150/5	0	21	35
"	1150/2 & 3	0	9	81
"	1177	0	27	92
"	1178	0	29	74
"	1222/1	0	5	46
"	1221	0	39	63
"	1215/6	0	8	29
"	1215/3	0	17	07
"	1215/4	0	1	00
"	1215/1/2	0	1	00

(Laying Pipeline from G.G.S. VII to Gas Flare Point as Well the line for well Nos. 89 & 107)

Uvarsad	1107	0	6	27
"	1104	0	10	72
"	1105	0	2	12

(Laying Pipeline from Well No. 15 to G.G.S VII)

Uvarsad	1104	0	3	14
"	1108	0	3	4
"	1107	0	11	43

[No. 20/3/67-IOC.]

S.O. 4322.—Whereas by a notification of the Government of India in the Ministry of Petroleum & Chemicals S.O. No. 1787 dated 8th May, 1968 under sub-section (1) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the Right of User in the lands specified in the schedule appended to that notification for the purpose of laying pipelines.

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Government;

And whereas, the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification.

Now, whereas, in exercise of the power conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said

lands specified in the schedule appended to this notification is hereby acquired for laying the pipelines and in exercise of the powers conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government, vest on this date of the publication of this declaration in the Oil & Natural Gas Commission free from all encumbrances.

SCHEDULE

State : Gujarat

Dist. : Ahmedabad

Taluka : Daskroi

(Laying pipeline from G.G.S. I to O.T. Sabarmati).

Village	S. No.	Hectare	Acre.	P. Acre.
Kheraj	85	0	15	98
Rhodiyar	280	0	9	61
"	278	0	4	15

[No. 29/11/68-IO.C.]

New Delhi, the 26th November 1968

S.O. 4323.—Whereas it appears to the Central Government that it is necessary in the public interest that the transport of Petroleum from well Nos. 72 and 73 to G.G.S. III in the Kalol Oil Field, in Gujarat State, Pipelines should be laid by the Oil and Natural Gas Commission and that for the purpose of laying such pipelines, it is necessary to acquire the Right of user in the land described in the schedule annexed thereto.

2. Now, therefore, in exercise of the powers conferred by Sub-Section (i) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein

3. Any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority, Gujarat Pipelines (ONGC) Western Region, Shed No. 27, Makarpura Road, Baroda-4 in the office of the Gujarat Pipelines Project (Oil and Natural Gas Commission), Baroda. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

(Laying pipeline from well No. 72 to G.G.S. III)

State : Gujarat

Dist. : Mehsana

Taluka : Kal. 1.

Village	Survey No.	Hectare	Acre.	P. Acre.
Ambavpura.	189	0	4	05
"	156	0	4	30
"	188/1	0	1	01
"	156	0	4	55
"	V. P. Ambavpura.	0	2	70
"	145/1	0	8	18
"	144	0	5	36
"	145/2	0	2	98
"	145/3	0	2	70
"	143	0	14	20
"	131	0	4	73
"	133/1	0	1	01
"	133/2			
"	134	0	11	33
"	135	0	4	55

Village	Survey No.	Hectare	Ac.	P. Ac.
(Laying pipeline from well No. 73 to G.G.S. III)				
Pansar	1608/2	0	4	73
"	1608/2	0	7	08
"	1626/IA	0	7	08
"	1608/1	0	11	00
"	1626/2	0	9	27
"	1625	0	2	02
"	1627	0	8	61
"	1624	0	3	55
"	1627	0	2	33
"	1622	0	13	09
Ambavpura	99/1	0	1	88
"	100	0	2	02

[No. 28/2/68-I.O.C.]

ERRATUM

New Delhi, the 25th November 1968

S.O. 4324.—In the notification of the Government of India in the Ministry of Petroleum and Chemicals No. F.20(3)/67-Prod'n/IOC under S.O. No. 33 dated 27th December, 1967 published in the Gazette of India Part II Section 3 Sub-section (ii) dated 6th January, 1968.

I. At page No. 36 and at village Vadavswami for the area of S. Nos. 214 & 217.

Read				For			
S. N.	Hectare	Ac	P. Are	S. N.	Hectare	Ac	P. Are
214	0	4	22	214	0	4	25
217	0	6	75	217			

[No. 20/3/67-Prod'n/I.O.C.]

R. S. GOPALAN, Under Secy.

MINISTRY OF WORKS, HOUSING AND SUPPLY

(Deptt. of Works and Housing)

(Works Division)

New Delhi, the 25th November 1968

S.O. 4325.—In exercise of the powers conferred by Clause (i) of article 299 of the Constitution, the President hereby directs that the following instruments shall be executed on his behalf by the Executive Engineer, Delhi Administration Division, No. XII, C.P.W.D., New Delhi, namely :—

“Agreements between the Delhi Union of Journalist Cooperative Housing Building Society Ltd./Press Trust of India Employees' Co-operative Housing Building Society Ltd./Times of India Officers Co-operative Housing Society Ltd./Press Association Cooperative Housing Society Ltd., and the President of India for the lease of 45 acres of land allotted to them by the Government of India in the Colony known and described as Masjid Moth Zone 'F' lying between Gautam Nagar and the New Masjid Moth Road.”

[No. 22011(6)/66-W.]

R. MEHTA, Dy. Secy.

MINISTRY OF COMMERCE

New Delhi, the 22nd November 1968

S.O. 4326.—In exercise of the powers conferred by section 3 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby makes the following Order further to amend the Cotton Textiles (Control) Order, 1948, namely :—

1. This Order may be called the Cotton Textiles (Control) (Sixth Amendment) Order, 1968.

2. In the Cotton Textiles (Control) Order, 1948 (hereinafter referred to as the said Order), for clause 13, the following clause shall be substituted, namely :—

"13. Save in accordance with a permission, in writing, issued by the Textile Commissioner, no person shall manufacture or cause to be manufactured any cloth (other than cloth meant for export and not for sale in India) containing any sizing or filling material or both of any description which exceeds in the aggregate twenty per centum of the weight of the cotton in the cloth :

Provided that in granting or refusing permission under this clause, the Textile Commissioner shall have regard to the following matters, namely :—

- (i) the availability of sizing or filling material in the country;
- (ii) the clothing habits of the people in any particular area;
- (iii) the need to satisfy experimental requirements; and
- (iv) any other relevant factor".

3. For clause 20 of the said Order, the following clause shall be substituted, namely :

"20. (1) The Textile Commissioner may, from time to time, issue directions in writing to any manufacturer, or class of manufacturers, or manufacturers generally regarding—

- (a) the classes or specifications of cloth or yarn which each manufacturer, or class of manufacturers, or manufacturers generally shall manufacture, or
- (b) the maximum or minimum quantities thereof which such manufacturer, or class of manufacturers, or manufacturers generally shall manufacture, during such period as may be specified in the Order.

Provided that in issuing the direction under this sub-clause, the Textile Commissioner shall have regard to—

- (i) the demand for cloth or yarn;
- (ii) the needs of the general public;
- (iii) the special requirements of the industry for such cloth or yarn;
- (iv) the capacity of the manufacturer, or class of manufacturers, or manufacturers generally, to manufacture different descriptions or specifications of cloth or yarn; and
- (v) the necessity to make available to the general public cloth of mass consumption.

(2) While issuing any direction under sub-clause (1), the Textile Commissioner may also provide that such direction shall be with reference to the quantity of cloth or yarn packed by the manufacturer, or class of manufacturers, or manufacturers generally during the period referred to in that sub-clause.

(3) Every manufacturer, or class of manufacturers, or manufacturers generally, to whom a direction has been issued shall comply with the direction.

(4) Where, on an application made by any manufacturer, or class of manufacturers, or otherwise, the Textile Commissioner is satisfied that any direction issued by him under this clause will cause undue hardship or difficulty to any such manufacturer or class of manufacturers he may, by order and for reasons to be recorded in writing, direct that the directions shall not apply, or shall apply subject to such modifications as may be specified in the order, to such manufacturer or class of manufacturers".

[No. 21(11)-Tex(A)/68.]

DAULAT RAM, Under Secy

New Delhi, the 28th November 1968

S.O. 4327.—In exercise of the powers conferred by Section 110 of the Trade and Merchandise Marks Act (Central Act 43 of 1958) the High Court of Judicature at Madras has made the following rules to regulate the proceedings under the said Act.

CHAPTER I

Definitions

1. Citation.—1. These rules shall be cited as the Trade and Merchandise Marks (Judicial Proceedings, Madras) Rules, 1968.

2. These rules shall come into force on the 1st December, 1968.

2. Definitions.—In these rules, unless the context otherwise requires :

(a) "Act" means the Trade and Merchandise Marks Act, 1958 (Central Act No. 43 of 1958).

(b) "Registrar" means the Registrar of Trade Marks, referred to in Section 4 of the Act and includes any Officer when discharging the functions of the Registrar under Sub-Section (2) of Section 4 of the Act and exercising jurisdiction within the territorial limits of the High Court of Judicature at Madras by virtue of the powers conferred under Sections 4 and 5 of the Act.

(c) "Registrar of the Court" means the Registrar of the High Court of Judicature at Madras and includes the Deputy Registrar and Assistant Registrars.

(d) 'Prescribed' means prescribed by these rules.

(e) 'Court' means the High Court of Judicature at Madras.

(f) All other words and expressions used but not defined in these rules but defined in the Act and in the Trade and Merchandise Marks Rules, 1959, shall have the same meanings assigned to them in the said Act of the said Rules, as the case may be. In other cases they shall have the same meaning as in the Code of Civil Procedure, 1908, Rules of the High Court, Madras, Original Side, 1956 or the Civil Rules of Practice and Circular Orders, as the case may be.

3. Extent of Application.—Subject to the provisions of the Act, and the Trade and Merchandise Marks Rules, 1959, these Rules shall apply to all proceedings under the Act instituted in the High Court of Madras. They shall also apply to all proceedings under the Act instituted in the Courts subordinate to the High Court, in so far as these rules are applicable to such proceedings.

CHAPTER II

Suits

4. The following proceedings under the Act shall be commenced by the presentation of a Plaint.

(a) under Sub-Section (1) of Section 28, for infringement of a registered trade mark;

(b) under Sub-section (1) of Section 51 for infringement of a trade mark instituted by the Registered user of the mark in question;

(c) under Sub-section (1) of Section 66, for infringement of a certification trade mark;

(d) under Sub-section (1) of Section 120 for a declaration to the effect that the threats of legal proceedings, by any person, are unjustifiable and for an injunction against the continuance of such threats, against the person aggrieved.

5. (i) All suits instituted in the High Court of Judicature at Madras, shall be governed by the rules of High Court, Madras Original Side, 1956 and also by the High Court Fees Rules, 1956, as amended from time to time.

(ii) All suits instituted in a District Court shall be governed by the provisions of the Code of Civil Procedure, 1908 and by the Civil Rules of Practice and Circular Orders, Madras.

CHAPTER III

Original Petitions and Appeals therefrom

6. The following Applications under the Act shall be by Original petitions :

- (i) under sub-section (1) or sub-section (2) of Section 46.
- (ii) under sub-section (4) of Section 47.
- (iii) under sub-section (1) or (2) of Section 56.
- (iv) under Section 108 of the Act.

7. Every petition shall be typewritten or printed, signed and verified in the manner prescribed for the verification of Pleadings in Suits. It shall clearly set out the names of parties including the names of the registered user or users, if any, with their addresses for service, the nature of the interest of the Petitioner, the facts relied on by him and the relief or reliefs sought by him. It shall be accompanied by as many authenticated copies thereof as there are respondents besides two extra copies, one copy to be served on the Registrar of Trade Marks and the other for the record, together with the fees prescribed therefor (in the High Court Fees Rules) for service of Notice on them.

8. Where the petition mentioned in Rule 7 *supra* is made by a person who is not the registered proprietor, the registered proprietor as disclosed in the Register of Trade Marks shall be made a party.

9. In every proceeding under Chapter VII of the Act, the application shall be accompanied by a certificate obtained from the Registrar of Trade Marks (under Rule 119 or other relevant provision in the Trade and Merchandise Marks Rules, 1959) showing the names and addresses of the Registered users who appear from the register to have an interest in the Trade Mark; the said certificate shall accompany every proceeding instituted in the Court under Chapter VII of the Act.

10. The provisions and forms contained in the rules of the High Court, Madras, Original Side, 1956, shall in so far as may be, apply to proceedings falling under Chapter III of these rules, except in cases where express provision has been made either in the Act or in the Trade and Merchandise Marks Rules 1959 or in these rules.

11. As soon as the petition is admitted, the Registrar of the Court shall fix a date of hearing, not earlier than two months from the date of admission, directing the issue of notice to the parties and to the Registrar of Trade Marks. Notwithstanding anything to the contrary in the Rules of the High Court, Original Side, 1956, it shall not be obligatory to advertise the notice of the petition in the newspapers unless in the circumstances of any particular case, the Court should direct otherwise.

12. **Intervention by third parties.**—Any person other than the registered proprietor, alleging interest in a Registered Trade Mark, in respect of which a petition has been filed under Rule 6 may, make an application supported by affidavit to the Court, for leave to intervene, stating the nature of his interest. Notice of such application shall be served on all the parties to the petition and on the Registrar of Trade Marks, and the Court may refuse or grant the leave on such terms as it may deem fit to impose.

13. Within one month from the date of receipt of the notice of the petition filed under Rule 6 or within such other time as the Court may allow on application made to it, the respondent shall file into Court a counter affidavit duly stamped, together with proof of service of a copy thereof on the petitioner.

CHAPTER IV

Reference and appeals therefrom

14. A reference made by the Registrar to the Court under Section 107(2) of the Act shall be numbered as 'Referred Case' but no Court-fee shall be levied on such references.

15. The Registrar shall together with the letter of reference, submit a statement of the grounds or reasons for the reference and the record of the proceedings before him upto the stage of the reference and the list of the parties to whom notices should issue.

16. (1) On the said reference being numbered as a Referred Case, the Registrar of the Court shall give intimation thereof, in Form No. 3 to the Registrar and to all parties concerned.

(2) Within fourteen days from the date of receipt by him of the notice referred to in sub-rule 1 *supra*, each party shall appear in person or by pleader and take such steps as

may be necessary to prosecute the application further from the stage at which it may have been referred by the Registrar and make the case ready for hearing by the Court.

(3) In respect of the further steps referred to in sub-rule 2 *supra* the provisions in Chapter III of these rules shall *mutatis mutandis* apply as the circumstances of each case may require.

(4) In case of any doubt any party may apply to the Court for directions as to the further conduct of the case.

17. The record shall be printed or typed for the Court and each party may obtain a copy thereof on payment of such charges as may be fixed by the rules of the Court.

18. (1) Every reference made under Rule 14 *supra* shall be posted before a single Judge provided that the Judge may, if he thinks fit, refer the matter to a Bench.

(2) The decision of a Single Judge in a reference under Section 107(2) of the Act shall be deemed to be a "judgment" within the meaning of clause 15 of the Letters Patent. (28 and 29 Vic., c. 15).

(3) An appeal under sub-rule (2) *supra* shall be registered as a Letters Patent Appeal and the provisions relating to such appeals shall apply thereto.

CHAPTER V

Appeals against the orders of the Registrar (of Trade Marks) and appeals therefrom.

19. An appeal under Section 109(2) of the Act, shall be in the form of a memorandum setting out the grounds on which the decision of the Registrar is impeached.

20. Every Memorandum shall be accompanied by the following:

- (1) as many authenticated copies of the memorandum as there are respondents and in addition thereto two extra copies, one for service on the Registrar and the other for the record of the Court;
- (2) a certified copy of the Registrar's decision and order (decretal order) appealed against;
- (3) a memorandum of the parties to be served together with the fee for the issue of process for the service of notices prescribed by the rules of the Court;
- (4) in appropriate cases to which Section 114 of the Act applies and in appeals arising from orders under Sections 46 and 47 of the Act, a certificate from the Registrar regarding the names and addresses of the registered users or other persons interested, referred to in Rule 94 of the Trade and Merchandise Marks Rules, 1959;
- (5) a statement, if any, issued by the Registrar under Rule 41(1) of the Trade and Merchandise Marks Rules, 1959, together with the particulars relating to the date on which the said statement is sent as required by sub-rule (3) of Rule 41 of the Trade and Merchandise Marks Rules, 1959; and
- (6) such other documents as may be prescribed by the Rules of the High Court, Madras on its Appellate Side.

21. Every appeal preferred to the Court under Section 109(2) of the Act shall be registered as an Appeal Against Order and the rules of the Court relating to the form, enclosures etc., translation, printing or typing and preparation of the records of such appeals shall apply to appeals under the Act except as otherwise specifically provided for in these rules.

Provided that it shall not be necessary to file twelve printed copies of the decision of the Registrar appealed against.

22. For the purpose of computing the period of limitation under Rule 121 of the Trade and Merchandise Marks Rules, 1959, the date when the statement of the Registrar, if any, under Rule 41(1) of the said Rules of 1959, is sent, shall be deemed to be the date of the Registrar's decision.

23. (1) An application under Section 109(5) of the Act shall be preferred within thirty days from the date of the judgment, decree or order appealed from, provided that the Court may, in its discretion, extend such period.

(2) The rules of the Court relating to appeals under Clause 15 of the Letters Patent shall, so far as may be, apply to appeals under this Rule.

24. Where, in any case to which the provisions of Section 109(7) of the Act apply, the Registrar or any party opposing the appeal desires to advance grounds, other than those recorded in the decision of the Registrar, under Sections 17, 18 or 21 of the Act, he shall make an application to the Court for that purpose, in the form of a Civil Miscellaneous Petition, supported by an affidavit, sworn to by the party concerned or on his behalf, setting out the facts, circumstances and the fresh grounds relied on.

Notice of such application shall be given to the appellant, to the Registrar and if so ordered by the Court, to the other parties if any, to the appeal.

25. (1) Where under Section 109(7) of the Act, the appellant intends to withdraw his application for registration he shall give notice in writing in Form No. 6 to the Registrar and to all the parties interested in the registration. Within two weeks from the date of the order, if any, that might be passed by the Registrar on the said notice for withdrawal, the appellant shall intimate the Registrar of the Court the fact of his having so withdrawn his application for registration.

(2) On such intimation and after hearing such of the parties as the Court may think fit and allow the Court may pass an order permitting the appellant to withdraw his appeal and shall make an order as to costs in the light of the provisions contained in sub-section 7 of Section 109 of the Act.

26. (1) Any order of the High Court rectifying the register shall direct that notice of the rectification shall be served upon the Registrar, who shall, upon receipt of such notice, rectify the register accordingly.

(2) The notice referred to in clause (1) shall be in Form No. 4 appended to these rules and shall be served on the Registrar by Registered Post-Acknowledgment due.

(3) The process fee and other incidental charges payable in respect of the preparation and issue of notice shall be borne by the party at whose instance or in whose favour the rectification is ordered.

27. The Court may, if it thinks fit, after deciding the questions raised in the appeal remit the matter to the Registrar for such further prosecution of the case as may be necessary to render the relief granted to the party or parties concerned effectual under the Act.

CHAPTER VI

General

28. Every proceeding under the Act shall be intitled in the matter of the Act and in the matter of the Trade Mark as in Form No. 1 appended hereto.

29. Every proceeding under the Act shall clearly set out the 'Principal place of business in India' or the 'place mentioned in the address for service in India' referred to in Section 3 of the Act and defined in Rule 3 of the Trade and Merchandise Marks Rules, 1959, specifying, wherever necessary, the clause or clauses of those provisions applicable.

Every proceeding shall also state the appropriate Office of the Trade Marks Registry as defined in Rule 4 of the said Rules of 1959, specifying wherever necessary, the clause or clauses of that rule applicable.

30. (1) A copy of every application made to the Court under the Act shall be served on the Registrar.

(2) Where, in any Reference, Appeal or other proceeding an order is made by the Court for the rectification of or the variation of any entry in the register or Trade Marks, a certified copy of the order shall be communicated to the Registrar of Trade Marks.

31. (1) In cases where the Court acting (as the Tribunal) under Section 56(4) of the Act proposes to make, of its own motion, any order referred to in sub-sections (1) or (2) of Section 56, notice of such intention shall be sent in writing to the Registrar and to all the other parties to the proceeding pending before it, in relation to the Trade Mark in question.

(2) The notice shall state the grounds on which the Court proposes to rectify the register and shall also specify the time, not being less than one month from the date of such notice within which an application for a hearing shall be made.

(3) Unless, within the time specified in the notice aforesaid any person so notified files into Court, a statement in writing setting out fully the facts upon which he relies

to meet the grounds stated in the notice or applies for a hearing, he may be treated as not desirous of taking part in the proceedings.

(4) If after giving such notice to the parties concerned and giving them an opportunity of being heard, the Court makes any order referred to in sub-section (1) or (2) of Section 56 of the Act, a copy of the Order so made shall be communicated to the Registrar.

(5) Before proceeding to make an order referred to in the preceding clause, the Court, if it is of opinion that all the persons interested in the Trade Mark in question are not before it as parties to the proceeding already before it, may direct notices to be served, through the Registrar, on such other persons who appear from the Register to have any interest in the Trade Mark.

(6) The Notice contemplated in Section 56(4) of the Act, in so far as it relates to the Court, (as Tribunal), shall be in Form No. 4 and shall be served in manner prescribed under the rules of the Court on the Registrar and on all the parties to the proceeding, pending before it, in relation to the Trade Mark in question.

32. (1) Where, in any case the Registrar in exercise of the powers conferred on him under Section 112(1) of the Act intends to appear and be heard in legal proceeding before the Court, he shall give written intimation thereof to the Registrar of the Court specifying the sub-section or sub-sections of Section 112 of the Act applicable to the case.

(2) Where the Registrar submits a statement referred to in sub-section (2) of the Sec. 112 of the Act, the Court may, either on its own motion or on application by any party, direct the Registrar to serve copies of the statement if any, on the parties to the proceeding.

(3) In any case, where the Registrar has given intimation of his intention to appear or the Court directs that the Registrar shall appear, he shall be made a party to the proceeding and the record suitably amended.

(4) Upon the Registrar being so made a party, any party to the proceeding may apply to the Court for such directions as may be consequential to the Registrar being made a party and the Court may in its discretion make such orders as it may deem fit.

33. (1) An application for the certificate under Section 119 of the Act shall be by way of a Civil Miscellaneous Petition taken in the proceeding wherein the decision of the Court referred to in the said Section was given.

(2) Such certificate shall be in Form No. 5.

34. Notice of the petition under Rule 33 *supra* shall be served on all the parties to the proceeding in which the Civil Miscellaneous Petition is taken.

35. Unless otherwise specifically provided for by these rules, all Judicial proceedings under the Act shall be governed by the rules contained in the Civil Procedure Code, Original Side Rules, Appellate Side Rules and the Civil Rules of Practice and Circular Orders wherever any of these rules are applicable.

CHAPTER VII

Fees

36. Save as provided by rules framed by the appropriate authority, the provisions of the Madras Court Fees and Suits Valuation Act, (Madras Act XIV of 1955) and of the High Court Fees Rules, 1956 in so far as may be, shall apply to Judicial proceedings under the Act and these rules.

37. All fees payable under these Rules shall be paid in the form of Court-fee stamps.

APPENDIX

FORM 1

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Ordinary Original Civil (or Appellate) Jurisdiction OR IN THE COURT OF THE DISTRICT JUDGE OF..... AT.....

In the matter of
The Trade and Merchandise Marks Act
(Central Act No. 43 of 1958)
and

In the matter of
The Registered Trade Mark No.....
Registered in the name of
in Class in Part A of
the Register. Part B

FORM 2

(Heading as in Form No. 1

O. P. No. of

Between

AB

.. Petitioner or Petitioners.

and

CD

.. Respondent or Respondents.

Petition for the rectification of the Register or the removal of the Trade Mark from the Register (under Sections 46, 47(4), 56 or/read with 107 or 108 of the Act.

The abovenamed petitioner/Petitioners states/state as follows:

1. AB the petitioner(s) is a merchant and resides at
having his principal place of business (place mentioned in the address for service in India)
at.....The address of the petitioner(s) for service of
all notices and processes is

2. C.D. the respondent(s) is a merchant and resides at

3. The office of the Trade Marks Registry has been entered
in the register as the appropriate office in relation to this Trade Mark. (See Rule 4 of
Trade and Merchandise Marks Rules 1959).

4. No action concerning the Trade Mark in question is pending in any court (or as
the case may be), O.S./C.C. No.....of..... is pending on the file of the Court
of concerning the Trade Mark in question.

5. (Here set out the facts of the case in consecutively numbered paragraphs).

6. The petitioner(s) therefore pray(s) that the entry in the register in respect of the
above mentioned Trade Mark may be removed in the following manner.

rectified

I, AB, declare that what is stated in paragraphs.....true to
my knowledge and what is stated in paragraphs.....is stated on
information and belief and I believe the same to be true.

Dated this day of

Sd./- A. B.

Sd./- X Y

Petitioner.

Advocate for Petitioner.

FORM 3

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Ordinary Original Civil (or Appellate) Jurisdiction OR IN THE COURT OF THE DISTRICT JUDGE OF.....AT.....

Referred Case No.....of 19

Between :

AB . (Applicant) Referring Officer.
And
(1) CD .. Respondent(s)....Applicant(s) in.....
on the file of the Trade Marks Registry
having its office at.....
(2) EF .. Respondent(s)....Opponent(s) in.....
on the file of the Trade Marks Registry
having its office at.....

Take Notice that the above application has been referred by the Registrar of Trade Marks, of the Office of the Trade Marks Registry at.....to the High Court under.....dated the.....day of and has been registered in this Court as Referred Case No.....of 19.....

You are hereby required to appear in person or by Pleader before the said High Court within 14 days after service of this Notice on you and to take all such steps as may be necessary for the further conduct of the case under reference.

Take Notice further that in default of your appearance as aforesaid, the case will be proceeded with in your absence.

High Court, Madras,

Dated.....

Sub Assistant Registrar,
Appellate Side.

FORM 4

Notice of Rectification to the Registrar of Trade Marks.

[Rules 26 and 31(6).....]

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Ordinary Original Civil (or Appellate) Jurisdiction OR IN THE COURT OF THE DISTRICT JUDGE OF.....AT.....

(Cause title as in the main proceeding).

By an order made by the High Court in the above-matter on the.....day of.....19..... It was ordered that the Right of Trade Marks in respect of the abovementioned Trade Mark be rectified in the manner set out hereunder.

.....
(Here set out the nature of the order)
Deputy Registrar (of the Court).

FORM 5

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Ordinary Original Civil (or Appellate) Jurisdiction OR IN THE COURT OF THE DISTRICT JUDGE OF.....AT.....

(Cause title as in the main proceeding).

Certificate of validity issued under Section 119 of the Trade and Merchandise Marks Act.

(Rule 33 of the Rules)

This is to certify that in the above proceeding for rectification of the Register of Trade Marks, the question as to the validity of the Registration of the Trade Mark was

raised *inter alia* as an issue (No. if any) on the ground (here set out the ground). . . and that after contest, the High Court by its order dated. and made herein found the issue in favour of the Registered Proprietor of the Trade Mark. on the following amongst other terms.

(Here enter the gist of the order relating to the Issue)

Deputy Registrar (of the Court).

FORM 6

(Rule 25)

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Ordinary Original Civil (or Appellate) Jurisdiction OR IN THE COURT OF THE DISTRICT JUDGE OF. AT.

(Cause title as in the main proceeding).

Notice of withdrawal of application for Registration.

Whereas the above-named appellant had preferred the above appeal to the High Court against the decision, of the Registrar of Trade Marks of the Office of the Trade Marks Registry at. made in the above matter on. under Section. of the Act;

Whereas by an order dated. and made in C.M.P. No. of 19 . . . the High Court had permitted the Registrar to advance grounds other than those Respondent No.

recorded in the decision of the Registrar (or advanced by the said person in the proceeding before the Registrar), (as the case may be);

Whereas consequent on such additional grounds being advanced, the appellant is desirous of withdrawing his application for Registration;

Take notice that the appellant (applicant) above-named hereby withdraws his application for registration being Application No. on the file of the said Registrar of Trade Marks.

Dated this day of 19

Counsel for Appellant.

Appellant.

[No. 2(2)Com.Genl/TM/65.]

P. V. RAMASWAMY, Under Secy.

ORDER

New Delhi, the 28th November 1968

S.O. 4328.—In exercise of the powers conferred by Section 18A of the Industries (Development and Regulation) Act, 1951 (65 of 1951), and in partial modification of the Notified Order of the Government of India in the Ministry of Commerce No. S.O. 772, dated 11th March, 1966, and in supersession of the Orders of the Government of India in the Ministry of Commerce No. S.O. 2712, dated 12th September, 1966 and S.O. 3601, dated the 5th October, 1967, the Central Government hereby authorises with immediate effect Shri C. S. Kela to take over the management of the whole of the Aurangabad Mills Ltd., Aurangabad, *vice* Shri B. G. Damani.

[No. F.2(2)Tex(B)/65-G.]

T. P. SINGH, Addl. Secy.

(Office of the Chief Controller of Imports and Exports)

ORDER

New Delhi, the 15th October 1968

S.O. 4329.—Messrs The Tribune, Ambala were granted licence No. P/AU/1286502. dated the 23rd November, 1967 from U.S.A. for import of Sterco Flongs, Rubber Blankets, etc. valued at Rs. 14,817/-. They have requested for the issue of duplicate copy of the licence on the ground that the original Customs Purpose & Exchange Control copies of the licence have been lost by them. It has been further reported by the licensee that the licence was lost without utilisation. The licence has not been registered with any Collector of Customs.

2. In support of their contention the applicant have filed an affidavit. The undersigned is satisfied that the original Customs Purpose and Exchange Control copies of the licence No. P/AU/1286502 dated 23rd November, 1967 has been lost and directs that a duplicate Custom Purpose and Exchange Control copies of the said licence should be issued to them. The original licence (in duplicate) is cancelled.

[No. 22/115-V/67-68/NPCI(A).]

S. A. SESHAN, Dy. Chief Controller.

(Office of the Joint Chief Controller of Imports and Exports)

(Central Licensing Area)

ORDERS

New Delhi, the 14th November 1968

S.O. 4330.—M/s. Gupta Brothers, 8723, Original Road, Paharganj, New Delhi were granted an Established Importers licence No. P/EI/0157616/C/XX/25-26/C.D./25.26 dated 28th July, 1967 for Rs. 9,120/- for import of Motor Vehicle Parts as per appendix 26 of the Red Book for AM-98 licensing period. They have applied for the duplicate Custom Copy of the said licence on the grounds that the said licence has been lost without having been registered with any customs authority.

In support of this declaration, the applicant has filed an affidavit duly attested by a Notary Public, Delhi stating that the original Custom Copy of the licence has been lost/misplaced.

I am satisfied that Custom Copy of the said licence No. P/EI/0157616/C/XX/25.26/C.D/25.26 dated 28th July, 1967 has been lost and direct that duplicate Custom Copy should be issued to the applicant. The original Custom Copy of the licence is cancelled.

[No. MVP/G-4/AM.68/QL/CLA/1694.]

New Delhi, the 21st November 1968

S.O. 4331.—Licence Nos. (1) P/EF/016912 dated 2nd July, 1968 for Rs. 3,500/- (2) P/EI/0157832/T dated 19th August, 1967 for Rs. 5,000/- (3) P/EI/0159067/TIR dated 24th October, 1967 for Rs. 4,200/- and (4) P/EI/0161001/ dated 17th January, 1968 for Rs. 3,400/- for import of dry fruits were issued to M/s. Siran Kudna Co-op. Multipurpose Society Ltd., Village Hiran Kudna, P.O. Gheora, Delhi-41.

2. Thereafter, a show cause notice No. H-8/68/ENF/CLA/6668 dated 3rd October, 1968 was issued asking them to show cause within 15 days as to why the said licence in their favour should not be cancelled on the ground that these licences have been obtained on his representation of facts in terms of Clause 9, sub-clause (a) of Imports (Control) Order, 1955 as amended.

3. In response to the aforesaid show cause notice, M/s. Hiran Kudna Co-op. Multipurpose Society Ltd., Village Hiran Kudna, P. O. Gheora, Delhi-41 have not furnished any reply.

4. Having regard to what has been stated in the preceeding paragraph, the undersigned is satisfied that the licences in question should be cancelled or, otherwise rendered ineffective. Therefore, the undersigned, in exercise of the powers vested in him under Clause 9 sub-clause (a) of the Imports (Control) Order, 1955 hereby cancel the licence Nos. mentioned above.

[No. H-8/68/ENF/CLA/8410.]

New Delhi, the 22nd November 1968

S.O. 4332.—A licence No. P/SS/1606719/XX/25/CD/23-24 dated 7th June, 1967 of the value of Rs. 13,510/- for import of Bronze Rolled Rod was issued to M/s. Durga Conduit and Socket Factory, 16 & 17, Golden Park, Lawrence Road, Rohtak subject to the condition that all items of the goods imported under it shall be used only in the licence holder's factory and no portion thereof shall be sold to any other party or permitted to be used in any other manner.

2. Thereafter, a show cause notice No. D-4/67/ENF/CLA/824 dated 27th April, 1968 was issued asking them to show cause within 15 days as to why the said licence in their favour should not be cancelled on the ground that the Central Government is satisfied that the licence will not serve the purpose for which it has been granted in terms of Clause 9, sub-clause (cc) of the Imports (Control) Order 1965 as amended.

3. In response to the aforesaid show cause notice M/s. Durga Conduit & Socket Factory, 16 & 17 Golden Park, Lawrence Road, Rohtak by their letter dated 8th May, 1968 furnished a detailed explanation and wanted personal hearing. They were asked in this office letter No. D-4/67/ENF/CLA/6222 dated 18th September 1968 to seek interview with undersigned within a week but they have not turned up. In their said reply, the firm contended that their factory had been closed for 2/3 months as one of their partners had taken away the aforesaid licence and his whereabouts were not known.

4. Having regard to what has been stated in the preceding paragraph, the undersigned is satisfied that the licence in question should be cancelled or otherwise rendered ineffective. Therefore, the undersigned, in exercise of the powers vested in him under Clause 9 sub-clause (cc) of the Imports (Control) Order, 1955 hereby cancel the licence No. P/SS/1606719/C/XX/25/CD/23-24 dated 7th June, 1967 for Rs. 13,510/- issued in favour of M/s. Durga Conduit and Socket Factory, 16 and 17, Golden Park, Lawrence Road, Rohtak Road, Delhi.

[No. D-4/67/ENF/CLA/8498.]

S.O. 4333.—A licence No. P/SS/1605750/C dated 20th March, 1967 of the value of Rs. 39,130/- for import of Copper and Zinc was issued to M/s. Bharat Metal Industries, Katra Karam Singh, Chowk Chira, Adjoining Post Office, Amritsar.

2. Thereafter, a show cause notice No. B-17/68/ENF/CLA/6391 dated 27th September, 1968 was issued asking them to show cause within 15 days as to why the said licence in their favour should not be cancelled on the ground that the Central Government is satisfied that the licence will not serve the purpose for which it has been granted in terms of Clause 9, sub-clause (cc) of the Imports (Control) Order, 1955 as amended.

3. The aforesaid show cause notice had come back undelivered which shows that the said firm is not in existence.

4. Having regard to what has been stated in the preceding paragraph, the undersigned is satisfied that the licence in question should be cancelled or otherwise rendered ineffective. Therefore, the undersigned, in exercise of the powers vested in him under Clause 9, sub-clause (cc) of the Imports (Control) Order, 1955 hereby cancel the licence No. P/SS/1605750/C dated 20th March, 1967 for Rs. 39,130/- issued in favour of M/s. Bharat Metal Industries, Katra Karam Singh, Chowk Chira, Adjoining Post Office, Amritsar.

[No. B-17/68/ENF/CLA/8586.]

S.O. 4334.—Licence Nos. (1) P/SS/1574440/C dated 16th September, 1966 for Rs. 5,134/- (2) P/SS/1608225/C dated 21st October, 1967 for Rs. 6,299/- and (3) P/SS/1608224/C dated 21st October, 1967 for Rs. 10,000/- for import of Polyethylene Moulding Powder were issued to M/s. Commonwealth Industrial Corporation, 308/1, Shahzada Bagh, Old Rohtak Road, Delhi.

2. Thereafter, a show cause notice No. C-2/68/ENF/CLA/5912 dated 13th September, 1968 was issued asking them to show cause within 15 days as to why the said licences in their favour should not be cancelled on the ground that the Central Government is satisfied that these licences will not serve the purpose for which these were granted in terms of Clause 9, sub-clause (cc) of the Imports (Control) Order, 1955 as amended.

3. M/s. Commonwealth Industrial Corporation, 308/1, Shahzada Bagh, Old Rohtak Road, Delhi have not furnished any reply to the said show cause notice.

4. Having regard to what has been stated in the preceding paragraph, the undersigned is satisfied that the licences in question should be cancelled or otherwise rendered ineffective.

Therefore, the undersigned, in exercise of the powers vested in him under Clause 9, sub-clause (cc) of the Imports (Control) Order, 1955 hereby cancel the aforesaid licences issued in favour of M/s. Commonwealth Industrial Corporation, 308/1, Shahzada Bagh, Old Rohtak Road, Delhi-6.

[No. C-2/68/ENF/CLA/8542.]

J. S. BEDI,

Jt. Chief Controller of Imports and Exports.

(Office of the Jt. Chief Controller of Imports and Exports)

ORDER

Calcutta, the 23rd November 1968

S.O. 4335.—Licence Nos. P[S|1628832|C|XX|27|C|C|25-26 dated 14th June, 1968 of the value of Rs. 25,000/- for import of Polyethylene Moulding Powder Organic Pigment Colours etc., P[S|1628833|T|OR|27|C|23-26 dated the 14th June, 1968 of the value of Rs. 4,659/- for import of Polyethylene Moulding Powder, Organic Pigment Colours etc., P[S|1628834|TWE|27|O|25-26 dated 14th June, 1968 of the value of Rs. 22,953/- for import of Polyethylene Moulding Powder, Organic Pigment Colours etc., and P[S|1628835|T|AN|27|C|23|26 dated 14th June, 1968 of the value of Rs. 41,250/- for import of P.M.P. was issued to M/s. Sakti Plastic Corporation, Big Bazar, Berhampur, Ganjam, Orissa subject to the conditions as under:—

(a) all items of goods imported under it, shall be used only in the licence holder's factory at the address shown in the essentially certificate issued by the recommending authority against which the licence is issued and no portion thereof will be utilised by the licensee for a unit purpose other than the one for which the licence in question is issued or will be sold or be permitted to be utilised by any other party.

2. Thereafter, a show cause notice No. 106/68/E&L dated 26th October, 1968 was issued asking them to show cause within 15 days as to why the said licence in their favour should not be cancelled on the ground that the firm had not used the imported materials against licence No. P[SS|1593141|C dated 30th September, 1966 in their factory. Moreover there is no existence of the factory at present in terms of Clause 9, sub-clause (cc).

3. The said show cause notice had been received back undelivered by the Postal authorities with the remarks "abolished".

4. The undersigned has carefully examined the said representation and has come to the conclusion that the purpose for which the licences in question were issued would not be served.

5. Having regard to what has been stated in the preceeding paragraph, the undersigned is satisfied that the licence in question should be cancelled or otherwise rendered ineffective. Therefore, the undersigned, in exercise of the powers vested in him under Clause 9, sub-clause (cc) of the Imports (Control) Order, 1955 hereby cancel the licence No. P[S|1628832|C, P[S|1628833|T, P[S|1628834|T, P[S|1628835|T all dated 14th June, 1968 for Rs. 25,000/-, Rs. 4,657/-, Rs. 22,953/- and Rs. 41,250/- respectively issued in favour of M/s. Sakti Plastic Corporation, Big Bazar, Berhampur, Ganjam, Orissa.

[No.106/68/E & L.]

M. S. PURI,

Dy. Chief Controller of Imports and Exports.

(Office of the Chief Controller of Imports and Exports)

ORDER

New Delhi, the 27th November 1968

S.O. 4336.—Major K. P. Singh, 324 FD PK Coy, 104 Engr. Regt. (MTN) C/o 99 A.P.O. was granted Custom Clearance Permit No. P/CC/2355912 dated 16th November, 1966 for Rs. 500/- for import of one 32 Pistol/Revolver. He has applied for duplicate copy of the Custom Clearance Permit on the ground that the original Custom Clearance Permit has been lost or displaced. It is further stated that the original Custom Clearance

Permit was not registered with the Custom House and not utilised. In support of this contention, he has filed an affidavit. I'am satisfied that the original Custom Clearance Permit No. P/CC/2355912 dated 16th November, 1966 has been lost or misplaced and direct that a duplicate Custom Clearance Permit should be issued to the applicant. The original Custom Clearance Permit is cancelled.

[No. 4/K-16/66-67/L-IV/ADHOC/1346.]

S. K. USMANI,

Dy. Chief Controller of Imports and Exports.

(Office of the Chief Controller of Imports and Exports)

ORDER

New Delhi, the 27th November 1968

S.O. 4337.—M/s. Tata Merlin and Gerin Limited, Raj Mahal, 84-Veer Nariman Road, Fort, Bombay-1 were granted licence No. P/RM/2161631/R/26/C/H/25.26, dated 11th January, 1968, for import of Component Spares and Raw materials valued at Rs. 3,30,000/-. They have requested for the issue of duplicate copy of the licence on the ground that the original Customs purposes copy of the licence has been lost by them. It has been further reported by the licensee that the licence was lost after utilising Rs. 7,407/-. The licence has been registered with Collector of Customs, Bombay.

2. In support of their contention the applicant have filed an affidavit. The undersigned is satisfied that the original Customs copy of the licence No. P/RM/2161631, dated 11th January, 1968 has been lost and directs that a duplicate licence for Customs purposes should be issued to them. The original Customs purposes copy of the licence is cancelled.

[No. SWG/95/67.68/R.M.6.]

G. S. SHARMA,

Dy. Chief Controller of Imports and Exports.

DELHI DEVELOPMENT AUTHORITY

New Delhi, the 29th November 1968

S.O. 4338.—In pursuance of the provisions of sub-section (4) of Section 22 of the Delhi Development Act, 1957, the Delhi Development Authority has replaced at the disposal of the Central Government the land described in the schedule below for placing it at the disposal of the Land and Development Officer, Ministry of Works, Housing and Supply, Government of India, New Delhi for further transfer to *Municipal Corporation of Delhi for park with effect from 21st February, 1967.*

SCHEDULE

Piece of land measuring 1734.67 sq. yds. bearing khasra/plot No./Nos: 866 situated in Qadam Sharif Estate.

The above piece of land is bounded as follows :—

NORTH : gali,

SOUTH : Arakashan Road,

EAST : gali,

WEST : gali.

[No. S/7(3)/66.]

M. L. MONGIA, Secy.

MINISTRY OF LABOUR, EMPLOYMENT & REHABILITATION

(Department of Labour and Employment)

New Delhi, the 21st November 1968

S.O. 4339.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to (1) M/s. Shantilal Kushaldas & Brothers, (2) M/s. Marmagao Nayegadore Limited, (3) M/s. F.C.R. Machade, (4) M/s. Agencia Ultramarina Private Ltd., (5) M/s. Elesbao Pereira and Sons, Marmagao and their workmen, which was received by the Central Government on the 13th November, 1968.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY

REFERENCE NO. CGIT-14 OF 1966

PARTIES :

Employers in relation to Messrs. V. S. Dempo and Company Private Limited,

AND

their workmen.

REFERENCE NO. CGIT-19 OF 1966

PARTIES :

Employers in relation to

(1) M/s. Shantilal Kushaldas & Brothers,

(2) M/s. Marmagao Nayegadore Limited,

(3) M/s. F.C.R. Machado,

(4) M/s. Agencia Ultramarina Private Ltd.,

(5) M/s. Elesbao Pereira and Sons, Marmagao

AND

their workmen.

REFERENCE NO. CGIT-20 OF 1966

PARTIES :

Employers in relation to M/s. V. M. Salgaocar and Brothers Ltd., Stevedores, Marmagao Harbour.

AND

their workmen.

PRESENT :

Shri A. T. Zambre, Presiding Officer.

APPEARANCES :

For the employers in Ref. No. 14 of 1966.—Shri L. C. Josh, Labour Adviser.

For the employers in Ref. Nos. 19 and 20/66.—Shri N. V. Thadke and Shri M. D. Gaitonde, Advocates, Shri G. B. Kerkar, Labour Welfare Officer for Shantilal Khushaldas & Bros., Shri I. Menezies, Manager, Ultramarina Private Ltd., Shri M. P. Kamat, Labour Adviser Marmagao Nayegadore Ltd., and Shri G. S. Naik, Manager, Elesbao Pereira and Sons in Ref. No. 19 of 1966. Shri M. D. Gaitonde, Advocate and Shri L. A. Correia, Administrative Manager and Principal Officer in Ref. No. 20/1966.

For the workmen.—Shri Gerald Pereira and Shri S. V. Rao, General Secretary and Secretary respectively of the Marmagao Port, Dock and Transport Workers' Union.

STATE : Union Territory of Goa.

INDUSTRY : Major Ports and Docks.

Bombay dated 6th November 1968

AWARD PART I.

The Government of India, Ministry of Labour and Employment have by their Orders (1) No. 28(9)/66-LRIV dated 23rd February 1966, (2) 28/14/66-LRIV dated 14th

March, 1966 and (3) No. 28/6/66/LRIV dated 14th March, 1966 respectively referred to this Tribunal for adjudication certain industrial disputes existing between the employers referred to in each of the above references viz, 14, 19 and 20 of 1966 and their workmen in respect of the subject matters specified in the following schedules:—

REFERENCE No. CGIT-14 OF 1966

SCHEDULE

"To what relief, if any, the winchmen of M/s. V. S. Demp and Company Private Limited Marmagao who were on strike from 19th November 1964 to 26th January 1965 are entitled to in respect of the following:—

- (i) Their past service upto 18th November, 1964.
- (ii) Wages and other benefits from 27th January 1965 to the date they joined 'winchmen pool' of Marmagao Stevedores Association.
- (iii) Past accumulated leave."

REFERENCE No. CGIT-19 OF 1966

SCHEDULE

"To what relief, if any, the winchmen of M/s. Shantilal Kushaldas & Brothers, Marmagao, Navegador Limited, F.C.R. Machado, Agencia Ultramarina Private Limited and Elesbao Pereira and Sons, Marmagao, who were on strike from 19th November 1964 to 26th January, 1965, are entitled in respect of—

- (1) their past service upto 18th November 1964,
- (2) the wages and other benefits from 27th January 1965 to the date they joined 'winchmen pool' of Marmagao Stevedores Association, and
- (3) their past accumulated leave."

REFERENCE No. CGIT-20 OF 1966

SCHEDULE

"(1) Whether the winchmen of M/s. V. M. Salgaocar and Brothers Limited, Marmagao, who were on strike from 19th November 1964 to 26th January 1965 who later joined the winchmen pool of Marmagao Stevedores Association are entitled to any relief in respect of the following namely:—

- (1) Their past service upto 18th November, 1964;
- (2) Wages and other benefits from 27th January, 1965 to the date they joined winchmen pool of Marmagao Stevedores Association;
- (3) Past accumulated leave.

(2) If so, to what relief are the winchmen entitled?"

2. The facts and circumstances and the historical background under which the disputes are alleged to have arisen and the three references have been made may be stated in brief as follows:—

3. In the union territory of Goa the period 1957-1961 was a boom period for the mining industry which had made a big headway. Prior to liberation practically there were no labour laws and there was no legislation regarding compensation for the workmen. In fact trade union rights were not recognised till a little after the liberation of Goa when the Indian Trade Unions Act and other Acts were extended to that territory. After the liberation the objective conditions have changed. There was a complete ban on cheap imported articles and a sizeable increase in the prices of essential commodities. Both the employers and the workers became aware of the new conditions and the ore exporters taking advantage of the slight recession in the world market after the liberation which had hardly affected the mining industry in Goa, planned to resort to large scale retrenchment and removal of the workers from service as they feared the extension of the Indian labour laws to Goa and the workers also becoming conscious of their rights under the extended Acts started making demands and there were disputes and strikes.

4. Ultimately the workmen requested the employers for a change in the previous agreements in order to rationalise the service conditions of the gang workers but the employers were not in a mood to accept it, and there was a general strike of all sections of dock workers from 23rd May, 1963 to 3rd June 1963 for the demands made in the strike notice. Subsequently the disputes were settled and the parties entered into an agreement dated 9th November, 1963. It is alleged that the employers did not keep their promises and instead of carrying out the terms of settlement they started reading in between the lines of

the agreement. They denied the idling allowance and medical facilities in gross violation of the agreement. Bonus or *ex gratia* payment as envisaged under clause II of the agreement was not paid by the majority stevedores although the same was paid in the other establishments of the same employers. By that time the prices of essential commodities and other articles in Goa had shot up 100% and the workers had demand the dearness allowance but the employers did not pay any attention and though it was provided in the agreement that the workmen should be compensated if the cost of living index rose by five points over the base, it only remained on paper and the workmen had to give strike notices. By letters dated 25th September, 1964 and 31st October, 1964 the workmen served notices on the employers that unless their demands regarding dearness allowance, formation of pool for casual winchmen, wage scale etc., were not conceded they would have to resort to a strike and in fact resorted to strike from 19th November 1964.

5. However, after some discussions with the Conciliation Officer and the employers in response to the call made by the Lt. Governor the strike was withdrawn on 27th January 1965 and the workmen expressed their willingness to resume duty but when they reported for duty the employers instead of taking them back on work told the workers that their names were struck off and their services had been terminated. In all about 500 permanent employees and 200 temporary employees were terminated from service and the union had by their letters dated 27th January 1965 and 17th April 1965 made representations to the Conciliation Officer. Thereafter the Conciliation Officer (Central) and the employers and the union together tried to patch up the differences and conciliation proceedings were going on for months together but they were infructuous and ultimately the Regional Labour Commissioner (Central) sent a failure report by his letter dated 14th January 1966 and as a result Government have referred the three disputes for adjudication under the above orders.

6. All the employers have filed their written statements and have opposed the references on various grounds. It is not necessary at this stage to state all the contentions in detail but the substance of the contentions is that the winchmen had gone on an illegal strike which was in contravention of the provisions of the Defence of India Rules then in force in Marmagao Harbour. In spite of the strike the employers had advised the workmen to resume work as the strike was illegal and unjustifiable. The workmen failed to resume work and as they did not join duty their names were struck off the rolls and their services were terminated. They had also joined the winchmen's pool and they were not entitled to any relief.

7. At the time of hearing, the employers have raised two preliminary issues regarding jurisdiction of the Tribunal. It was contended that Goa is a Union Territory administered by the Lieut. Governor of Goa. The major port is situated within the Union Territory and as the dispute referred is a dispute which has arisen in a Union Territory the State Government is the appropriate Government under the Act and the present references which are made by the Central Government and signed by the Under Secretaries are not valid. It has been further contended that on the dates of the references there was no relationship of master and servant between the employers and the workmen and consequently there was no industrial dispute on the dates of the references and this Tribunal has no jurisdiction.

8. The question of jurisdiction which is important going to the root of the matter has been raised before recording the evidence and the parties were heard. The preliminary issues are as follows:—

- (1) Whether the references made by the Central Government are valid;
- (2) Whether the employees are workmen under the Act and the present disputes are industrial disputes.

My findings on both the issues are in the affirmative for the following reasons:—

9. It is not in dispute that the present references are in respect of industrial disputes concerning the major port and under section 2 of the Industrial Disputes Act, 1947, for such disputes the Central Government is the appropriate Government. It is also clear from the orders of reference that Government have referred these disputes to this Tribunal in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947.

10. However, Shri Phadke the learned Counsel for the employers has submitted that before making a reference regarding any matter the appropriate Government has to form an opinion and thereafter exercising discretion refer the matter to a Tribunal for adjudication. The provision requires the authority concerned to apply its mind to the facts involved in the particular case and if the reference is not made by the appropriate Government the same would be void. It has been further argued that Goa is a Union Territory administered by the Central Government and under Rule 2(f) of the Industrial Disputes (Central)

Rules, 1957, the appropriate Government in relation to industrial disputes in the Union Territory for which the appropriate Government is the Central Government, reference to the Central Government shall be construed as reference to the Administrator of the Territory and in view of this provision the present references which are not made by the Administrator are void *ab initio* and this Tribunal is not competent to adjudicate upon the disputes.

11. It is true that Rule (2) framed under the Industrial Disputes Act provides that in respect of the industrial disputes in the Union Territory for which the appropriate Government is the Central Government, reference to Central Government has to be construed as a reference to the Administrator of the Territory. However, I do not think that this provision will make any difference or render the present references which are made under section 10 void. Considering the provision contained in rule 2 it can be said that this provision empowers the Administration to do such things as are required to be done by the Central Government under the rules. This rule will not however confer the power of the Central Government upon the Administrator in respect of anything to be done under the main Act and not referred to in the rule. It is clear from rule 2(a) itself that the definitions or interpretations of the various words given in it will be required to be met only while considering and construing the rules. The rule reads as follows:—

“Interpretation.—In these rules, unless there is anything repugnant in the subject or context . . .”

Thus it is clear that reference to the Central Government shall be construed to be a reference to the Administrator only while interpreting the rules or the provisions of the rules regarding any steps to be taken or anything to be done by the Central Government under the rules. The present references are not made under the rules but they are made under section 10(1)(d) of the main Act and there is no illegality of any kind.

12. The interpretation of rule 2 suggested by the employers if accepted will give rise to various anomalies. The Central Government is the appropriate Government in relation to industrial disputes concerning say, the Indian Air Lines Corporation, Employees' State Insurance, Banking etc. Suppose there is some issue and difference of opinion and a dispute arises between the managements of any of these industries say Airlines and their employees at Goa, if the view of Shri Phadke is accepted the Administrator will consider the question whether a particular difference is a dispute and whether it should be referred. If a similar type of issue arose in the establishment of the Air Lines in Bombay the Central Government may take another view and I do not think there would be two authorities for considering the same question and the interpretation sought to be put cannot be accepted.

13. It is true that the Union Territory of Goa is being administered by the President of India through an Administrator. However, it is not in dispute that an Administrator has not all the powers of the President. Article 239 of the Constitution which is in respect of the administration of union territories says that the Union Territory shall be administered by the President acting to such extent as he thinks fit through an Administrator. The employers have not shown that the Administrator has been also empowered by the President to exercise powers under section 10 of the Industrial Disputes Act.

14. It is also clear from section 39 of the Industrial Disputes Act that the appropriate Government has got authority to delegate their powers under the Industrial Disputes Act. The section reads:—

Delegation of powers:—

“The appropriate Government may, by notification in the Official Gazette, direct that any power exercisable by it under this Act or rules made thereunder shall, in relation to such matters and subject to such conditions, if any, as may be specified in the direction be exercisable also—

- (a) where the appropriate Government is the Central Government by such officer or authority subordinate to the Central Government or by the State Government or by such officer or by authority subordinate to the State Government, as may be specified in the notification;
- (b) where the appropriate Government is a State Government, by such officer or authority subordinate to the State Government as may be specified in the notification.”

It cannot be disputed that the Administrator is an authority subordinate to the Central Government and had it been the intention of the Central Government to delegate their powers under section 10(1)(d) of the Industrial Disputes Act to the Administrator they would have issued a notification in that respect. It is not the case of the employers that such powers have been delegated and I do not think that in the union territories the Central Government has no authority to refer the disputes to the Tribunals.

15. Shri Phadke the learned Counsel on behalf of the employers has relied upon a decision of the Court of the Judicial Commissioner, Goa, Daman and Diu in the matter of Writ Petition No. 40 of 1967 and has argued that by this ruling it has been declared that the Administrator is the appropriate Government for the purpose of reference of industrial disputes in the Goa Territory. It is binding on this Tribunal and in view of this ruling the references made by the Central Government should be held to be void.

16. Shri Gerald Pereira, General Secretary of the Union has argued that the decision of the Administrator is not binding on this Tribunal. Secondly the point involved in that ruling is quite different from the one in these cases and thirdly the question about the authority of the Administrator to refer a central dispute was not raised by the parties in that case and the observations of the Judicial Commissioner in that respect are mere obiter and that ruling will not further the case of the employers in any way.

17. The learned Counsel for the employers has produced before me an uncertified copy of the judgment in the Writ Petition No. 40 of 1967 which was filed by the Goa Dock Labour Union against the Government of the Union Territory and the 22 employers. The dispute appears to be that the stevedore employers in the Marmagao Harbour had not implemented the recommendations made by the Central Wage Board for Port and Dock Workers regarding interim relief to the bargemen who are connected with the loading and unloading of the ore which is exported from Marmagao Harbour. The workmen had contended that they were dock workers and entitled to the interim reliefs. But the employers did not accept their claims contending that the barge crew had nothing to do with the movement, loading or unloading of iron ore; their function was limited merely to operation and plying of the barges in question. The iron ore extracted from the mines is loaded into trucks which carry it to the plots near the jetties alongside the rivers and it is thereafter stacked on such plots and the loading of ore into the barges is carried out by labour attached to the plots. The ore after it is loaded is transported by the barges to the vessels and ships. Unloading of the ore from the barges into the vessels is done by the labour engaged by the Dock Labour Board. Hence the workmen were not dock workers and the dispute was not concerning a major port and the State Government was the appropriate Government and the reference made by the Administrator was valid.

18. Shri Gerald Pereira on behalf of the union has argued that the only question involved in the case was whether from the nature of the work done by the employees it can be said that the workmen were dock workers and whether the dispute was concerning a major port and it was not necessary for the court to enter into any other discussion. It appears from the summary of the pleadings that the parties had not raised any contention that the Administrator had the necessary power under section 10(1)(d) of the Act to refer a dispute in which the appropriate Government was the Central Government. However, it appears that during the hearing the point was raised in the arguments and it cannot be said that it was not necessary to be decided. In this judgment it has been observed:—

"He (Counsel on behalf of the employers) went on to argue that assuming the industrial dispute referred to the respondent No. 2 concerns the port of Marmagao, a major port, and that the appropriate Government is the Central Government even then by virtue of the aforesaid rule the order of reference dated 3rd November 1967 made by the Administrator appointed by the President is legal."

and hence the learned Judicial Commissioner was called upon to decide the question and held that the reference made by the Administrator was valid.

19. After considering the various provisions the learned Judge has observed:—

"The President (Central Government) can act through the Administrator by law or by an executive action. In any case learned Counsel for the petitioners have not been able to convince this Court that the order of reference dated 3rd November 1967 by the Administrator is invalid. The burden of proving its invalidity rests on the petitioners, and not on the State Government and other respondents. I am satisfied in this case that the order of reference dated 3rd November 1967 is valid and the contentions that it is not so are devoid of substance. The Administrator is the appropriate Government for the purposes of reference of industrial disputes in this territory whether they fall within the Central or State sphere."

20. I have gone through the whole judgment and I do not think it is of any use in the decision of the present dispute. Firstly the above decision which has been given by the Judicial Commissioner of Goa, Daman and Diu in Writ Petition No. 40 of 1967 in my opinion is not binding in this reference as this Tribunal is not under the superintendence of the Judicial Commissioner. Secondly I do not think that in the ruling quoted above the learned Judge has decided the question involved in the present dispute. In the

references in question we have to decide whether the Central Government has the powers to make a reference under section 10(1)(d) in respect of industrial disputes in the union territory and whether the references are valid. The mere fact that the references made by the Administrator in respect of industrial disputes in the central sphere are held in the ruling to be valid does not mean that the Central Government which is the prime authority has no powers to refer a dispute.

21. Thirdly even if it be assumed that the Central Government has delegated its powers under section 10(1)(d) to the Administrator, I do not think that the authority delegating powers loses its own power on that account. An agent who derives his own powers from the principal cannot deprive the principal of his own authority. Section 39 which provides for the delegation of powers reads:—

“The appropriate Government may, by notification in the official Gazette, direct that any power exercisable by it under this Act or rules made thereunder shall, in relation to such matters and subject to such conditions, if any, as may be specified in the direction, be exercisable also—”

In view of these considerations I do not think that this ruling will be of any use for the decision of the point involved. It is not applicable to the facts of the case and it does not lay down that the Central Government has no authority to refer the dispute in the Central sphere from the union territory and the references made by the Central Government are invalid.

22. The jurisdiction of this Tribunal to adjudicate the disputes in the present references has been further challenged on the contention that on the date of the references there was no relationship of master and servant between the employers and workmen and consequently there is no industrial dispute and this Tribunal has no jurisdiction to adjudicate upon it. It is not in dispute that the workmen-winchmen who are involved in these three references were formerly in the service of the employers. The employers have filed statements and affidavits and it is clear from the affidavits of Shri Achut Vithal Prabhu, Manager, V. S. Dempo & Co. Private Limited and others that the winchmen were in their employ. Some were permanent winchmen and others temporary and casual winchmen.

23. It is the case of the employers that the winchmen who were concerned in the dispute were the members of the Marmagao Transport and Dock Workers' Union and during the period 1963-64 the union had given a number of strike notices to the management and had instigated the workers to go on strike. The union had served the management with strike notice by its letter dated 25th September 1964 and had made certain demands regarding dearness allowance, formation of a pool for casual winchmen, wage scales and had subsequently gone on strike from 19th November 1964 to 27th January 1965 when it was called off. But according to the employers the strike was in breach of the provisions of the Defence of India Rules and in contravention of the settlements regarding service conditions and was illegal and unjustified.

24. It is contended that the employers had during the strike period informed the winchmen through notices published in the local newspapers and posted at their offices that as the strike was illegal their names would be struck off from the muster if they failed to resume work within the stipulated time. They were given 24 hours time for resumption of work on 22nd November 1964 expressly stating that in the event of their failing to do so their names would be struck off the muster on the expiry of the time limit. Despite the same they did not resume work and hence their services were terminated and thus it is clear that the workmen who are involved in these three references were in the employ of the management and their services were terminated by the employers during the strike period from 19th November 1964 to 27th January 1965. It is also clear from the record that after the withdrawal of the strike when the workmen approached the management and reported for duty they were not allowed to work and were informed that their names were struck off the muster and their services were terminated. Shri A. V. Prabhu the Manager of V. S. Dempo and Co., Private Limited has in his affidavit stated this:—

“The winchmen under the instigation of the union defiantly continued to stay away from work although the management had through a press advertisement dated 22nd November 1964 advised the winchmen that the strike resorted to by them from 19th November 1964 was illegal for the reasons mentioned therein and that they should resume work within 24 hours from the publication of this notice failing which they would be liable to be dismissed. As it had become abundantly clear that they had no intention of doing so the management decided to remove their names from the muster as from the 26th November 1964 and accordingly removed their names as from that date as their having left the company's services.”

25. Thus it is clear that the workmen were dismissed from service by the management on the 26th November 1964 before the withdrawal of the strike and as they were not

allowed to resume duty they had to seek work at other places and after some time they joined the winchmen's pool and on the dates of the references i.e. 23rd February 1966 and 14th March 1966 they were not actually working with the employers and the question is whether the dismissed employees are workmen under the Industrial Disputes Act and the references between the employers and the dismissed employees are valid.

26. Shri H. V. Phadke, the Learned Counsel for the employers has argued that the orders of references were passed in the months of February and March 1966. The workmen were dismissed long before the dates of the references on or about 26th November 1964. The present dispute incorporated in the schedules to the orders of references is in respect of past service upto 18th November 1964, wages and other benefits of the workmen from 27th January 1965 to the date they joined the winchmen's pool and accumulated leave. This Tribunal is not a Civil Court to adjudicate upon disputes between the employers and the dismissed employees. The workmen are not dismissed or discharged in connection with or in consequence of the dispute and as the employees are not workmen in law the dispute cannot be an industrial dispute and this Court has no jurisdiction.

27. Shri Pereira on behalf of the workmen has argued that had the workmen been allowed to report for duty after the withdrawal of the strike and would not have been dismissed there would be no question about past service, accumulated leave etc., and as the workers have been dismissed by the employers they have to seek either reinstatement or retrenchment compensation benefits etc., and as the dismissal has led to this present dispute the employees are workmen and the Tribunal has jurisdiction.

28. I have already observed that the workmen are dismissed employees. It can also be said that the workmen are not dismissed in connection with or as a consequence of the dispute referred to this Tribunal. However, I do not think that this is all. Section 2(s) of the Industrial Disputes Act provides that—

"workmen" means any person including an apprentice employed in any industry . . . includes any such persons who has been dismissed, discharged or retrenched in connection with or as a consequence of that dispute or whose dismissal discharge or retrenchment has led to that dispute."

and the question is whether the dismissal or discharge of the workers has led to the present references.

29. While stating the facts and the historical background I have already mentioned that after the settlement between the employers and the workmen dated 9th November 1963 differences arose between the parties. The workmen alleged that the employers started reading the agreement in between the lines and the idling allowance and medical facilities were denied to the winchmen in gross violation of the agreement. The bonus or *ex gratia* payment was not also paid and there were other payments and they had given strike notices and subsequently had resorted to strike which was called off on the 26th January 1965 and during the strike period the workers were dismissed.

30. It is clear also from the record i.e. the annexures to the Union's written statement, the letter dated 17th April, 1965 addressed to several authorities including the Regional Labour Commissioner (Central), Bombay that the union had already moved the conciliation machinery. In this letter it is stated:—

"We have addressed a letter to the Regional Labour Commissioner (Central), Bombay on 27th January, 1965 and thereafter we made out a case on the wrongful dismissal of over 700 permanent or temporary (semi-permanent) winchmen of the individual stevedores at Marmagao Harbour and requested you to start the conciliation proceedings vide our letter of 30th January 1965."

This shows that the union had moved the conciliation machinery and had requested the Regional Labour Commissioner to intervene and get the dismissed workmen reinstated. The Government has also sent to this Tribunal the Conciliation Failure Report along with the order of reference in which it has been stated that the union had made representations that the stevedores including Messrs. V. S. Dempo & Co. Private Limited had wrongfully dismissed 700 winchmen some of them working in permanent capacity and the others in temporary capacity for a considerable period during the pendency of the strike and the union had demanded that the winchmen should be reinstated with continuity of service.

31. The report further says that in view of the formation of the Marmugao Dock Labour Board the union representatives stated that if it was difficult to reinstate the workmen then they should be suitably compensated by payment of retrenchment compensation etc. It will appear from the date mentioned in the failure report that the conciliation proceedings were going on till about the 14th January 1966 and thereafter Government

made the references in the month of February/March 1966 and it shall have to be held that the dismissal of the workmen by the employers has led to the present references.

32. The learned Counsel for the employers has argued that in the schedules attached to the orders of references there is no mention about the dismissal or reinstatement and it cannot be said that the dismissal has led to the present dispute. I have already mentioned the contents of the schedule which are the matters to be adjudicated. The first item is about the past service upto 18th November 1964 that is upto the date of commencement of the strike; the second item is in respect of wages and other benefits after the withdrawal of the strike and the refusal by the management from 27th January 1965 to the date when the winchmen were required to join the pool and considering these items it shall have to be held that these disputes arose because of the dismissal of the workmen by the employers. The dismissed employees will be covered by the definition of the term 'workmen' under the Industrial Disputes Act and the dispute is an industrial dispute and this Tribunal will have jurisdiction to adjudicate upon it.

33. I have held that these references made by the Central Government are not invalid. The reference orders are legal and as the dismissed employees are workmen under the Act this Tribunal has jurisdiction to adjudicate upon the dispute. Hence my award accordingly. References to proceed. Issue notices to the parties for next hearing.

(Sd.) A. T. ZAMBRE,

Presiding Officer,

Central Government Industrial Tribunal.

Bombay.

[No. 28/9/66-I.RIV.]

New Delhi, the 28th November 1968

S.O. 4340.—In exercise of the powers conferred by Sub-section (3) of section 5A of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), the Central Government hereby appoints Shri K. R. Prabhudesai as a Member of the Bombay Dock Labour Board *vice* Shri W. T. Pinto, expired and makes the following amendment in the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 582, dated the 9th February, 1967, namely:—

In the said notification, under the heading "*Members representing the dock workers*", in item (4), for the entry, "Shri W. T. Pinto", the entry, "Shri K. R. Prabhudesai" shall be substituted.

[No. 51/5/68-Fac.II.]

K. D. HAJELA, Under Secy.

(Department of Labour and Employment)

New Delhi, the 25th November 1968

S.O. 4341.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, (No. 3) Dhanbad, in the industrial dispute between the employers in relation to the Washing Plant of Jamadoba Colliery of Messrs Tata Iron and Steel Company Limited, Jamadoba, Post Office Jaidgora, District Dhanbad, and their workmen, which was received by the Central Government on the 20th November, 1968

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO 3 AT DHANBAD

REFERENCE NO. 23 OF 1968

PRESENT:

Shri Sachidanand Sinha, *Presiding Officer*.

PARTIES:

Employers in relation to the Washing Plant of Jamadoba Colliery of Messrs Tata Iron and Steel Company Limited., Jamadoba.

Vs.

Their workmen.

APPEARANCES:

For employers: Shri L. H. Parvatlyar, Legal Assistant.

For workmen: Shri B. N. Sharma, President Congress Mazdoor Sangh.

INDUSTRY: Coal.

STATE: Bihar.

Dhanbad, dated the 7th of November, 1968

AWARD

The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the Washing Plant of Jamadoba Colliery of Messrs Tata Iron and Steel Company Limited, Jamadoba, Post Office—Jealgora, District—Dhanbad and their workmen, by its order No. 2/88/66-LRII dated the 27th May, 1966, referred to the Industrial Tribunal, Dhanbad under section 10(1)(d) of the Industrial Disputes Act, 1947, for adjudication the dispute in respect of the matters specified in the schedule thereto. The schedule is extracted below:

SCHEDULE

“Whether the dismissal of Shri Sobran Singh, Heavy Tyndal Washing Plant Jamadoba Colliery with effect from the 5th March, 1966 by the management of Tata Iron and Steel Company Limited was justified?

If not, to what relief is the workman entitled?”

2. The reference was registered as reference No. 95 No. 95 of 1966 on its file by the Central Government Industrial Tribunal, Dhanbad. The Central Government by its order No. 8/25/67-LRII dated the 8th of May, 1967, transferred the reference to the Central Government Industrial Tribunal No. 2, Dhanbad where it was numbered as reference No. 149 of 1967. By its subsequent order No. 8/71/68-LRII dated the 17th August, 1968, the Central Government transferred this dispute to this Tribunal and the reference has been renumbered as reference No. 23 of 1968 by this Tribunal.

3. The President, Congress Mazdoor Sangh, Bihar filed a written statement on 10th August, 1966 on behalf of the workmen. Their case is that Sobran Singh, the concerned workman was a member of the Congress Mazdoor Sangh which was disliked by the Company and that on this account he was victimised by way of illegal dismissal with effect from 5th of March, 1966. Their case in brief is that in October, 1965 the Company paid bonus to its workmen in contravention of the Payment of Bonus Act 1965. The members of the Congress Mazdoor Sangh refused to accept the bonus granted by the Company. The claim of the Congress Mazdoor Sangh was that they were entitled to 20 per cent bonus under the Act. Being annoyed on account of this protest of the members of the Congress Mazdoor Sangh the Company issued chargesheets to a number of members of the said Union including the concerned workman Sri Sobran Singh. Their case is that the charge-sheet was concocted, fabricated and baseless and that Sobran Singh replied to the charge-sheet. But no enquiry was held in the matter and ultimately Sri Sobran Singh was dismissed from the Company's service with effect from 5th March, 1966. According to the Union the dismissal was contrary to the principles of natural justice and was arbitrary, *malafide* and unjustified.

4. The employers filed their written statement on 2nd December, 1967. According to them the bonus was calculated according to the formula laid down in the Bonus Act and that it was paid to the eligible workmen on 29th September, 1965. Their case is that on 29th September, 1965 at about 3-20 P.M. when the staff of C.M.E's office stood in a queue to receive their bonus, Sri Sobran Singh along with others threatened to assault them if they would accept the same. Sri S. N. Singh, Legal Assistant and Sri T. Prasad, Welfare Officer (P) told Sri Sobran Singh not to prevent others from taking payment or threatening them. At this Sri Sobran Singh left the payment counter in a threatening attitude and went in front of the Manager's office and shouted inciting a mob of approximately 100 persons to assault those who were taking payment of their bonus and also to assault Sri S. N. Singh. As a result of which all except four workmen who had come to take the bonus left the place out of fear. For the above misconduct a chargesheet dated 7th October, 1965 was issued to Sri Sobran Singh and that he submitted his reply on 16th October, 1965.

5. The departmental enquiry was fixed on 11th November, 1965 after due intimation to Sri Sobran Singh. The enquiry was adjourned to 18th November, 1965 but Sri Sobran Singh failed to attend the enquiry fixed for 18th November, 1965. The enquiry was therefore, again adjourned to 22nd November, 1965 at 8-30 A.M. after due intimation but Sri Sobran Singh did not attend the enquiry even on that date and therefore, the enquiry was held *ex-parte* on 22nd November, 1965 in his absence. In the aforesaid enquiry the misconduct mentioned in the chargesheet was satisfactorily established and Sri Sobran Singh was dismissed with effect from 5th March, 1966. The management had no knowledge that

Sri Sobran Singh was a member of the Congress Mazdoor Sangh and they deny that his dismissal was an act of victimisation. On the other hand it was contended that the dismissal was *bonafide* and was based on proved misconduct.

6. The first point raised on behalf of the workmen is that the charge was vague, imprecise and indefinite. Fair hearing presupposes a precise and definite catalogue of charges, so that the person charged may understand them and effectively meet them. If the charges are imprecise or indefinite, the persons charged could not be able to understand them and defend themselves effectively. In the result the enquiry would not be a fair and just enquiry.

7. In this instant case the relevant portion of chargesheet runs as follows:

"On 29th September, 1965 at about 3-20 P.M. you asked the persons who had stood in queue to receive payment of Ordinance Bonus, not to accept payment. You also threatened to assault them in case they would accept the same."

The concerned workman replied to the chargesheet in the following words:

"I did not prevent any one from taking the bonus. I did not threaten any one. I did not incite any one to commit violence."

8. The chargesheet did not disclose the names of persons who were prevented from taking bonus or who were threatened to be assaulted. The charge in that respect was vague and consequently the reply was also equally vague. The chargesheet must be specific and must set out all the necessary particulars with the object of affording the concerned workman opportunity to defend himself and to give a proper explanation. The materials upon which the charge was based was also not disclosed in this case, to the concerned workman. The names of the witnesses were also not supplied to the chargesheeted workman. The departmental enquiry was conducted by MW.1 Sri Newal Kishore Prasad. He does not say as to who supplied him the names of the witnesses and who produced them before him for examination. In his evidence he stated before me that only the chargesheet and the explanation was submitted by the workman was supplied by the Chief Mining Engineer and that he did not consult any other paper because the same was not supplied to him. In this view of the evidence I find that the chargesheet was vague, imprecise and indefinite.

9. The second point taken by the concerned workman is that he was not given fair opportunity to defend himself. The concerned workman was informed by the management that the enquiry will be held on 11th November, 1965 at 8-30 A.M. at Digwadih Colliery (Ext. M3). The workmen by their application dated 11th November, 1965 submitted that it will not be convenient for them, if the enquiry be held at Digwadih Colliery which is at a distance of 2 miles from their place of work and they requested that the enquiry be held at the Jamadoba Colliery office or in the office of the Washing Plant. They further submitted that they have also got their case in the court of the S.D.O. They further contended that they apprehended assault on their witnesses if the enquiry be held at Digwadih Colliery. On these grounds they prayed for adjournment of the case (Ext. W1). The enquiry was adjourned to 18th November, 1965 at 8-30 A.M. at Digwadih Colliery office. The Enquiry Officer rejected their prayer of holding the enquiry at the Jamadoba Colliery office or in the office of the Washing Plant. He did not give any specific reason for not allowing the prayer of the workman. The workman thereupon filed an application before the Chief Mining Engineer and prayed that the enquiry be held at the Jamadoba Colliery office or in the office of the Washing Plant because Digwadih will not be convenient for their witnesses and moreover they also apprehended that at Digwadih their witnesses might be assaulted (Ext. W2). The enquiry was further adjourned to 18th November, 1965 at Digwadih Colliery office but the concerned workman under the circumstances were not present and the Enquiry Officer adjourned the case to 22nd November, 1965 at 8-30 A.M. at Digwadih Colliery (Ext. M5). The workman filed a petition before the Chief Mining Engineer requesting to hold the enquiry at the Jamadoba Colliery and not at Digwadih Colliery and they further stated that they shall be unable to appear for enquiry at Digwadih Colliery on the 22nd of November, 1965 (Ext. W4). The workman also sent an application under registered post to the Enquiry Officer requesting him to hold the enquiry at the Jamadoba Colliery office or in the office of the Coal Washing Plant. They also submitted that the time of the enquiry was also not convenient because in the morning it is not possible for their men to appear as witnesses because they have got their duties. They also requested for a longer adjournment so that they can produce their witnesses as a large number of persons are going to be cited as witnesses. It appears that this letter (Ext. W3) dated 22nd November, 1965 was received by the Enquiry Officer on 23rd November, 1965.

10. On 22nd November, 1965 the workman did not appear before the Enquiry Officer and therefore, the Enquiry Officer conducted the departmental enquiry *ex-narte* in the absence of the workman. In this case it is to be noted that the enquiry officer has not given any reason to reject the prayer of the workman. The Enquiry Officer himself has

not said that the apprehension of assault on their witnesses was unfounded. He was examined as a witness. Even before me he does not say on oath that their apprehension was unfounded. On the other hand he has stated that it was held at Digwadih for his convenience as he was holding his office there.

11. When the workman did not appear the enquiry officer proceeded with the enquiry *ex-parte* and on 22nd November, 1965 examined 8 witnesses and closed the enquiry. Out of the witnesses Sri S. N. Singh is the Legal Assistant and Sri T. Prasad is the Welfare Officer at Jamadoba. Sri Brijnandan Singh is the Office peon of the C.M.E., Sri Baba Singh is the driver of the C.M.E., Sri Yadubans Singh and Sri B. K. Gopalak are the clerks of the Chief Mining Engineer's Office, and Sarvashree Subedar Mishra and Ram Janam Singh are of the Watch and Ward Department of Jamadoba.

12. In the aforesaid *ex-parte* domestic enquiry held by the management all the eight witnesses examined, were of Jamadoba Office, *Prima facie* they appear to be highly interested witnesses being employees of the Company. Not a single worker of the Jamadoba Colliery or of the Coal Washing Plant has been cited as witness in this Enquiry, who according to the stand of the management was stopped from receiving the bonus and was threatened with violence.

13. I have already mentioned above that the Enquiry Officer did not give any satisfactory and convincing ground for not holding the enquiry at the office of Jamadoba Colliery or Coal Washing Plant. Almost all the witnesses examined on behalf of the employers were of Jamadoba Colliery. The evidence disclosed does not lead to the inference that the workman absented himself on the date of enquiry deliberately and without any reasonable ground.

14. All the eight witnesses produced on behalf of the management were examined on 22nd November, 1965 and the Enquiry Officer after examining the witnesses closed the enquiry and passed the final order on 6th December, 1965. After examination of the witnesses on behalf of the management the workman should have been given an opportunity to rebut the evidence led against him by examining witnesses including himself if he so wished on any relevant matter. In this case particularly in view of the representation of the workman dated 22nd of November, 1965 (Ext. W3) received by the Enquiry Officer on the 23rd of November, 1965, the Enquiry Officer should have given an opportunity to the concerned workman to rebut the evidence led against him by examining witnesses and for that he could fix up any date in between 23rd November, 1965 to 6th December, 1965.

In *Meenglas Tea Estate v. Its Workmen* [1963.II L.L.J. 392] Hidayatullah, J. speaking for the Supreme Court emphasising the necessity of fair opportunity to the delinquent workman of hearing and testing evidence adduced against him and adducing his own evidence in rebuttal observed:

"It is an elementary principle that a person who is required to answer a charge must know not only the accusation but also the testimony by which the accusation is supported. He must be given a fair chance to hear the evidence in support of the charge and to put such relevant questions by way of cross-examination as he desires. Then he must be given a chance to rebut the evidence led against him. This is the barest requirement of an enquiry of this character and this requirement must be substantially fulfilled before the result of the enquiry can be accepted."

15. In the end I hold that the charge levelled against the concerned workman was vague, imprecise and indefinite with the result that it was not possible for him to defend himself effectively and consequently the enquiry cannot be said to be fair and just. Moreover, the concerned workman was not given a fair opportunity to defend himself. It is, therefore, clear that the dismissal of Shri Sobran Singh, Heavy Tyndal with effect from the 5th of March, 1966 by the management of Tata Iron and Steel Company Limited was not at all justified. I accordingly hold that he is entitled to be reinstated with full back wages from the date of his dismissal upto the date of his reinstatement along with continuity of service.

16. This is my award. It may be submitted to the Central Government under Section 15 of the Industrial Disputes Act, 1947.

(Sd.) SACHIDANAND SINHA, Presiding Officer,

Central Government Industrial Tribunal-cum-Labour Court No. 3, Dhanbad.

[No. 2/88/66-LR.II.]

S.O. 4342.—In pursuance of section-17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Damra Colliery, of Messrs. Kalapahari Coal Company Limited, Post Office Kalapahari, District Burdwan and their workmen, which was received by the Central Government on the 15th November, 1968.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. OF 1968

PARTIES:

Employers in relation to the Damra Colliery of M/s. Kalapahari Coal Company Limited,

AND

Their Workmen.

PRESENT :

Shri B. N. Banerjee—*Presiding Officer.*

APPEARANCES :

On behalf of Employers—Shri D. Narsingh, Advocate.

On behalf of Workmen—Shri G. D. Banerjee, (concerned workman).

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

By Order No. 6/91/67-LR II, dated February 9, 1968, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following dispute between the employers in relation to the Damra Colliery of Messrs. Kalapahari Coal Company Limited, and their workmen, to this tribunal, for adjudication, namely :

"Whether the dismissal from service of Shri G. D. Banerjee, Mining Sirdar-cum-Shot firer with effect from the 25th September, 1967 by the management of Damra Colliery of Messrs. Kalapahari Coal Company Limited, Post Office Kalapahari, District Burdwan (West Bengal) was justified? If not, to what relief is the workman entitled?"

2. The cause of the workman was espoused by a trade union known as Colliery Mazdoor Congress (Independent), which filed a written statement. The employers also filed a written statement.

3. The charge on which the workman was dismissed, as appears from chargesheet (part of Ext. 1), was :—

"On 29th June, 1967 in 1st relay at about 4 P.M. you had fired shots in 4 East Rise of 46 Level East District of West Rise without ensuring that all persons in the vicinity had taken proper shelter as is required by provision of Sub-regulation 1 of Regulation 170 of the Coal Mines Regulation 1957 with the result that one U.G. Loader Baltoo Kewat sustained injury from shot firing. You have also thus contravened the provision of Regulation 190 of C. M. Regulation.

You are to explain why disciplinary action be not taken against you under Section 27(19) of the Coal Mines Standing Order."

In order to understand the charge better, it is necessary to remind myself of the provisions of Regulations 170 and 190 of the Coal Mines Regulations :

"170. **Taking shelter etc.**—(1) the shotfirer shall, before a shot is charged, stemmed or fired, see that all persons in the vicinity have taken proper shelter. He shall also take suitable steps to prevent any person approaching the shot and shall himself take adequate shelter :

Provided that in an opencast working, the shotfirer shall give sufficient warning, by an efficient system of signals or by other means approved by the manager over the entire area of the danger zone, that is to say, an area of ground falling within a radius of 300 metres from the place of firing.

(2) Where the workings, either open or below ground, offer insufficient protection against flying fragments or missiles, adequate shelters or other protection shall be provided.

(3) When two working places below ground have approaches within 4.5 metres of each other, the shotfirer shall not fire any shot in any one of the said workings unless all persons have been withdrawn from the other working place and the same has been so fenced off as to prevent persons inadvertently coming in direct line of the shot.

190. **General safety.**—No person shall negligently or wilfully do anything likely to endanger life or limb in the mine, or negligently or wilfully omit to do anything necessary for the safety of the mine or of the persons employed therein."

Section 27(19) of the Standing Order referred to in the charge reads:

"27. An employee may be suspended, fined or dismissed, without notice or any compensation in lieu of notice if he is found to be guilty of misconduct, provided that suspension without pay, whether as a punishment or pending an enquiry, shall not exceed ten days. The following shall denote misconduct:

(1) to (18) * * * *

(19) Any breach of the Indian Mines Act, or any other Act, or of any rules or bye-laws thereunder, or of Standing Orders."

4. In his reply to the charge, the workman stated that on the material date he had removed everybody and then fired shots. He further stated that at that time Baltoo Kewal was approaching from 49 East Level, he stopped Baltoo and asked him to stay until the shot was fired. Baltoo remained there at the time of the first explosion, but when he went to fire for the second time, possibly Baltoo had gone away and did not give reply when he shouted "Khabardar" (beware). He also stated that because Baltoo was at a lower level, he could not see him. Two minutes after the shot had been fired, Baltoo told that he was injured but no injury on him was detected.

5. In paragraphs 2 to 8 of the written statement, filed on behalf of the workman, it is pleaded how the management became displeased with the workman concerned, for his trade union activities. In paragraphs 10 to 15 of the written statement there is a description of what happened on June 29, 1957 and how the workman himself was not at all blameworthy therefor. I set out hereinbelow paragraphs 12 to 14 of the said written statement:

"12. That after the first round shot when Shri G. D. Banerjee had gone to the shot firing place for fixing the fuse for the 2nd round firing the said, Loader taking advantage of Shri Banerjee's absence went away from the 49 East Level Gate telling to the shot firing Mazdoor that he was going to take shelter in proper place of shelter.

13. Shortly after the second round of shots the loader was found coming below the Tugger at the 4th Rise and encircling him a gang of loaders screamed (?) that he has been injured by blasting operation.

14. That the position or Shelter taken up by the said Loader even if this is accepted that this was below the Tugger at the 4th Rise could hardly hit him there by any blasting operation."

In paragraphs 16 and 17 of the said written statement it is further pleaded:

"16. That the workman fully explained the situation to everybody and also to Deputy Director of Mines Safety and demanded the said Director for verification of his explanation by spot inspection but being misguided by the Loaders and without inspecting the place of alleged accident he has given a green signal to the Management and the workman has been awarded this dismissal.

17. That the Management and the Enquiry Officer completely misguided themselves in putting reliance on the findings of the Deputy Director of Mines Safety and they failed to consider that the said enquiry was not held in accordance with the principles of natural justice."

6. That there was an enquiry held into the incident by S. P. Gupta, Deputy Director of Mines Safety, was not disputed before this Tribunal. On the prayer of the workman, the Deputy Director was called as witness. He proved his report (Ext. A) from which I set out below the material portion:

"The accident occurred at about 4 P.M. when the shotfirer Sri Gobardhan Banerjee fired shots in No. 4 tigger rise gallery and the loader Sri Baltoo Kewal was injured in the same gallery at a distance of about 37 metres from the place of firing. Injured was employed in a gang of 7 loaders in the next lower level and about 2 pillars inbye of the tigger dip (49 East level off No. 6 rise) and after finishing work of loading he was on his way to the miner's station for rest via the tigger dip. The shotfirer, at the time of firing shot, was taking shelter in the same level just off the junction of tigger dip. Various statements were contradictory to each other but the shotfirer was so positioned that he must have seen the injured at the place of accident before he fired the shots and although he does not admit, he

must have thought that injured was far away and unlikely to be injured by firing. Hence this accident occurred due to an error in judgment of the shotfirer and I feel that he might be let off with a severe warning.'

In his evidence also he repeated the nature of accident almost in identical language. He further stated in his evidence :

"Hence, in my opinion, this accident occurred due to an error of judgment of the shotfirer. Although in my report I wrote error judgment, I recommended that the concerned workman be warned."

7. The workman G. D. Banerjee himself conducted his own case before this tribunal and stated that he was himself an office-bearer of the trade union which espoused his cause. In his argument, he did not dispute that somebody may have been injured as a result of shotfiring by him but he contended that he was not negligent and had taken all precautions required of him. He further contended that on the materials no charge under Regulations 170 or 190 of the Coal Mines Regulations was established against him. In support of his contention he firstly relied on Ext. A, the report by the Deputy Director of Mines, which ascribed the accident not to negligence but to error of judgment on his part. He next relied upon a letter, dated December 6, 1967, by the Joint Director of Mines Safety to the Agent of the Colliery concerned (Ext. B) reading :

"With reference to your letter No. 2037 dated 13th November, 1967, it has been reported that Sri G. D. Banerjee the mining sirdar has been dismissed by the manager, although the manager is not empowered to do so under the provisions of regulation 41(10). You are requested to clarify."

On these two materials the workman advanced a twofold argument. He submitted, in the first place, that the charge has not been made out against him on the evidence and that finding of misconduct was perverse. He argued, in the next place, that the punishment of dismissal, imposed by the manager was illegal under Regulation 41(10) of the Coal Mines Regulations and also beyond his jurisdiction and must be set aside. Regulation 41(10) mentioned in Ext. B referred to above and relied upon by the workman, reads :

"41(10). The manager may suspend or take such disciplinary action against any employee for contravention of any of the provisions of the Act, these regulations or orders made thereunder."

8. Mr. Gupta, Deputy Director of Mines Safety, was asked to explain the reason why such a letter was written. He replied :

"In the opinion of the Joint Director of Mines Safety, so far as I am aware, the manager of a mine is empowered either to suspend or to warn an employee under Regulation 41(10). Therefore, he thought that the manager had no power to dismiss the workman under Regulation 41(10)."

In course of his cross-examination he further states :

"In my opinion Regulation 41(10) does not confer upon the manager power to dismiss, on the ground of contravention of provisions of Mines Regulations."

Mr. Narsingh, who appeared for the management, relied upon a reply sent to the letter of the Joint Director of Mines Safety by the Deputy Superintendent of the concerned colliery (Ext. 3), namely the letter dated December 23, 1967, which reads as follows :

"***The provisions of Regulation 41(10), empowers the Manager to suspend or take such disciplinary action against any employee for contravention of any of the provisions of the Act, these regulations or orders made thereunder."

Under disciplinary action, the Manager can dismiss the person, after satisfying according to labour laws, that the person is guilty."

Mr. Gupta, Deputy Director of Mines Safety, admitted in course of his cross examination that this letter was received by the Joint Director of Mines Safety. Mr. Narsingh also relied on a letter addressed to the Agent of the concerned colliery by S. S. Prosad, Director of Mines Safety dated 11th July, 1967 (part of documents collectively marked Ext. 1) which reads as follows :—

"Please refer to the enquiry held into the aforesaid accident by Sri S. P. Gupta, Dy. Director of Mines Safety, on 30th June, 1967."

It was quite conclusive that Sri Baltoo Kewat, a loader got injured when Sri Gobardhan Banerjee, Shotfirer, fired shots in No. 4 tigger rise gallery. Had the Shotfirer complied with the provisions of Sub-regulation (1) of Regulation 170 of the Coal Mines Regulation 1967, in ensuring that all persons in the vicinity had taken proper shelter, this accident would have

been averted. As such, I am constrained to recommend suitable disciplinary action against Sri Gobardhan Banerjee, Shotfirer, under powers conferred on the Manager under Sub-regulation 10 of Regulation 41 of the Coal Mines Regulations, 1957."

9. Mr. Narsingh contended that the expression 'error in judgment', used by the Deputy Director of Mines Safety in his report, Ext. A, was a mere expression of his opinion and was not a proper opinion to draw from the facts found by him. He next contended that the facts found against the workman concerned established violation of Regulations 170 and 190 of the Coal Mines Regulations and amounted to misconduct on his part. For such misconduct it was open to the employer to take departmental action against the concerned workman. This was, he submitted, what was recommended by the Director of Mines Safety in his letter dated 11th July, 1967, in disregard of all that had been said by Mr. Gupta, Deputy Director of Mines Safety. He lastly contended that on a true reading of Regulation 41(10), there was nothing to indicate that for contravention of provisions of Mines Regulations the manager was empowered either to suspend or to warn a workman and not to dismiss him. Such an opinion, if held either by the Joint Director of Mines Safety or Deputy Director of Mines Safety, was their personal opinion, which the Regulations did not bear out.

10. Now, the line of distinction between 'error' and 'negligence' is very thin. To "err" means to wander from the right way: to go astray. To "neglect" means to treat carelessly, to disregard or to slight (Chambers Twentieth Century Dictionary). When a man goes astray or wanders from the right way, he does so because of carelessness or omission or because of his disregard of something. Thus, an error in judgment may be such as may amount to negligence. Negligence may cause error of judgment, as much as error of judgment may result in negligence. On consideration of the report of Mr. Gupta, Deputy Director of Mines Safety, his Superior officer, the Director of Mines Safety, came to the opinion that the shotfirer had not complied with the provisions of Sub-regulation (1) of Regulation 170 of the Coal Mines Regulations and if he had ensured that all persons in the vicinity had taken proper shelter this accident could have been averted. The Director himself recommended suitable disciplinary action against the delinquent workman, under Sub-regulation (10) of Regulation 41. Thus, the question for my consideration is whether power conferred upon the manager under Regulation 41(10) is confined to suspension or warning, as thought by the Joint Director and the Deputy Director of Mines Safety, or extends to dismissal. I have quoted the language of Section 41(10) hereinbefore. The language is certainly difficult of understanding. Sub-regulation (10) does not say that 'the manager may suspend or take such other disciplinary action' nor that 'the manager may suspend or take such disciplinary action as may be called for'. The language is 'the manager may suspend or take such disciplinary action'. Now, the meaning of the pronoun 'such' came up for consideration before the House of Lords in *Ex-Parte Burnes* (1896 A.C. 146), in which the House of Lords was called upon to consider the provisions of Section 8 of Companies (Winding Up) Act 1890. Under Section 8(2) of the Act of 1890 the Official Receiver may,

"if he thinks fit to make a further report or further reports stating the manner in which the company was formed and whether in his opinion any fraud has been committed by any partner in the promotion or formation of the company or by any Director or other officer of the company in relation to the company since the formation thereof, and in other matters which in his opinion it is desirable to bring to the notice of the Court."

Sub-section (3) of Section 8 begins with the words "court may after consideration of any such report." In interpreting the word 'such', Lord Halsbury, L.C., observed "the first question which arises is as to a point on which counsel relies; he says he relies upon the literal meaning of the words. I confess that, to my mind, reading those words as I have read them, it seems to me reasonably plain that the word 'such' there refers to the last preceding provision, viz., Section 8(2), and that what the draftsman was doing was this: After having provided for these general reports, which have reference to the status and conduct of the company and its affairs, he goes to provide that where a specific report has been made with reference to some person who has committed a fraud (I will say a word presently as to what I mean by 'some person') the Court is then invested with a new jurisdiction by Section 8(3)*".

11. The above test, however, does not help me, because I cannot relate the word "such" to anything preceding Sub-regulation (10). Regulation 41 deals with the duties and responsibilities of managers. It does not deal with disciplinary action excepting in Sub-regulation (10). Mr. Narsingh contended that I should import the word 'other' after the word 'such' or the words "as may be called for" after the words 'Disciplinary action'. It is, however, difficult for me to do that because it is a salutary rule of interpretation of Statutes that nothing is to be added or to be taken away from a Statute unless there are

adequate grounds to justify the inference that the Legislature intended something which it omitted to express. It is a strong thing to read into an Act of Parliament words which are not there, and, in the absence of clear necessity, it is wrong thing to do. We are not entitled to read words into an Act of Parliament unless clear reasons for that is to be found within the four corners of the Act itself (Maxwell on Interpretation of Statutes page 14, 9th Edn.). But even then I have to give some meaning to Sub-regulation (10). It is well known that "language is rarely so free from ambiguity as to be incapable of being used in more than one sense and to adhere rigidly to its literal and primary meaning in all cases it would be to miss its real meaning in many, (Maxwell on Interpretation of Statutes page 20, 9th Edn.). Since the pronoun 'such' cannot be co-related to anything preceding it, I do not think that the word delimits the power of disciplinary action invested upon the manager by the Standing Order. The idea of the Joint Director and of the Deputy Director of Mines Safety that, apart from suspension, the power only extends to warning has no basis at all. Since there is no limit on the exercise of the power of discipline, under the Regulations, I am of the opinion that it includes all the powers of disciplinary action under the Standing Orders. I am not prepared to read the word 'such' as meaning only that kind of disciplinary action which may result in a penalty similar or of the kind as suspension. I am also not aware of any penalty which is similar or of the like kind of suspension.

12. In the view that I take, I over-rule the argument advanced on behalf of the workman that the manager had no power to dismiss him, even if the misconduct was proved. Mr. J. M. Ghose, who was at the material time the manager of the concerned colliery, deposed in this case. The workman concerned cross-examined him. It was suggested to him that an assurance of being leniently treated was held out to him and he was induced to write out something. It was not proved before me that he was at all made to write out anything. No such writing was produced before me. The manager himself denied that an assurance of treating him leniently was ever held out. In these circumstances, I cannot make much of this argument.

13. The position then is that the workman was guilty of misconduct according to the finding of the Deputy Director of Mines Safety and also of the Director of Mines Safety. That was also the finding of the domestic tribunal on evidence. It was not argued before me that the domestic enquiry was violated by denial of natural justice. If it was proved that the workman was guilty of breach of the provision of Coal Mines Regulations then the measure of punishment was in the hands of the management. This is apart from other penal measures that may be imposed under the Mines Regulations by the authorities thereunder set up. It cannot be said that the punishment was unnecessarily severe, because the workman was guilty of such negligence as caused personal injury to another workman. He was an unsafe person to employer. I, therefore, do not find any substance in the argument that on the facts found the offence was not established or that the punishment was not merited or that the punishing authority had not the jurisdiction to impose the penalty. Although victimisation as a result of trade union activity was spaciouly pleaded in the written statement, that was not argued before me and no point was made of that before me.

14. In the result, I find that the dismissal from service of G. D. Banerjee, Mining Sirdar-cum-Shotfirer with effect from 25th September, 1967 by the management of Damra Colliery of Messrs. Kalapahari Coal Company Limited was justified. As such the workman is not entitled to any relief.

This is my award.

Dated November ———, 1968.

B. N. BANERJEE.

Presiding Officer.

[No. 6/91/67-LRH.]

New Delhi, the 27th November 1968

S.O. 4343.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 2), Dhanbad, in the industrial dispute between the employers in relation to the Khas Karanpura Colliery, Post Office Patratu, District Hazaribagh and their workmen, which was received by the Central Government on the 22nd November, 1968.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2)
DHANBAD

PRESENT:

Shri Nandagiri Venkata Rao—Presiding Officer.

REFERENCE No. 134 OF 1967.

In the matter of an industrial dispute under Section 10(1) (d) of the Industrial Disputes Act, 1947.

PARTIES:

Employers in relation to the Khas Karanpura Colliery, Post Office Patraru, District Hazaribagh.

AND

Their Workmen.

APPEARANCES:

For the employers.—Shri S. S. Mukherjee, Advocate.

For the workmen—Shri P. C. Chowdhury, Central Executive Committee Member of Colliery Staff Association.

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, 15th November, 1968.

AWARD

The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the Khas Karanpura Colliery, Post Office Patraru, District Hazaribagh and their workmen, by its order No. 2/14/66/LRII dated the 1st April, 1966, referred to the Central Government Industrial Tribunal, Dhanbad under Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the schedule annexed thereto. The schedule is extracted below:

SCHEDULE

"Whether the dismissal of Shri Ramohajan Singh, Pump Khalasi, by the management of the Khas Karanpura Colliery and effect from the 20th February, 1963, was justified? If not, to what relief is the workman entitled?"

2. The Central Government Industrial Tribunal, Dhanbad registered the reference as reference No. 12 of 1966 on its file. Workmen filed their statement of demands. While it was pending before the Central Government Industrial Tribunal, Dhanbad the proceeding was transferred to this Tribunal, by the Central Government by its order No. 8/25/67-LRII, dated 8th May, 1967. Consequently, the reference is renumbered on the file of this Tribunal as reference No. 134 of 1967. Employers filed their statement of demands.

3. Shri Rambhajan Singh, (hereinafter referred to as the affected workman) was a Pump Khalasi at Khas Karanpura Colliery of the employers. On 26th February, 1963, the employers issued a charge-sheet to the affected workman, alleging that in collusion with the building contractor, Shri Yousuf he stole 17 bags of cement of the company and stored the same in his residence and the same was detected on 3rd February, 1963. The affected workman was also suspended with immediate effect pending enquiry. The affected workman submitted his explanation on 28th February, 1963, denying the allegation and stating that the contractor used to store the cement and other implements of his work at his residence for safe custody as the location of the work was nearby. It was also stated that the charge-sheet was issued to victimise the affected workman for his trade union activities. A domestic enquiry was held into the charge-sheet on 20th March, 1963. The Enquiry Officer submitted his report on 23rd March, 1963, holding the affected workman guilty of the charge. In pursuance of the finding and with the approval of the Agent, the affected workman was dismissed from service by the letter dated 7th April, 1963 with effect from 26th February, 1963. These facts are not in dispute. It is also not disputed that a case under Section 406 I.P.C. for committing criminal breach of trust in respect of the same cement bags was launched against the affected workman in the Court of the Munsif Magistrate, Hazaribagh and the case ended in acquittal of the affected workman by the judgment of the Court dated 22nd February, 1965.

4. The case of the workmen is that the employers had brought on a criminal case and also issued the charge-sheet against the affected workman with a false allegation, held an improper domestic enquiry and dismissed him in pursuance of the perverse finding of the Enquiry Officer with a view to victimise him for his trade union activities. The stand taken by the employers is that they were not aware of any trade union activities of the affected workman and that the action taken by them against him was proper, legal and justified. It is also stated that the action taken by them viz., the dismissal of the affected workman was approved by the Central Government Industrial Tribunal, Dhanbad by its order dated 29th September, 1964. The workmen were represented by Shri P. C. Chowdhury, Central Executive Committee Member, Indian Collieries Staff Association and the employers by Shri S. S. Mukherjee, Advocate. On admission of the parties Exts. W. 1 and W. 2 and M1 to M4 were marked. On behalf of the employers 2 witnesses were examined and Exts. M5 to M7 were marked. Workmen examined 3 witnesses and marked Exts. W3 and W4.

5. Ext. M1 is the charge-sheet alleging that in collusion with the building contractor, Shri Yousuf, the affected workman stole company's 17 bags of cement and stored the same in his residence. In his explanation, Ext. M2 the affected workman denied the allegation and explained at length how the contractor happened to store the cement at his residence. He denied any knowledge on his part that the cement was stolen and stated that he himself had told a partner of the employers that the contractor had kept the cement at his residence. He had pleaded particularly that the charge-sheet with the false allegation was issued to him because of his trade union activities. Not believing the explanation the employers caused a domestic enquiry to be held into the charge-sheet. In the statement filed by them the workmen have not denied that the enquiry was held. As per the evidence of MW. 1 Shri D. K. Sinha, the then Labour Officer had conducted the enquiry. The enquiry proceedings are Ext. M5. In view of the explanation submitted by the affected workman onus was lying on the management to prove that the affected workman had stolen the 17 cement bags. On behalf of the management 7 witnesses, inclusive of the Manager were examined. The affected workman gave his statement refusing to say anything more than what he had stated in his explanation, Ext. M2. He examined a witness in defence. As pointed out by the Enquiry Officer in his report, Ext. M6, the evidence adduced before him on behalf of the management was to the effect that the contractor had by dishonest means saved cement from the company's works and stored it without the knowledge of the company in the quarter of the affected workman. There was absolutely no evidence led in the inquiry to show that the cement was stolen by the affected workman or he was a party in the nefarious activities of the contractor. But the Enquiry Officer arrived at the conclusion that the affected workman was guilty of the charge. Manifestly the finding is not based on any evidence but it is based only on suspicion and conjecture. The finding is clearly perverse and the dismissal of the affected workman in view of the finding was unwarranted and unjust. It is admitted that on the same facts a criminal case under Section 406 I.P.C. was launched against the affected workman before the Munsif Magistrate, Hazaribagh and the case ended in acquittal, as can be seen from the judgment, Ext. W1. The employers were at liberty to adduce evidence before this Tribunal to prove the allegation contained in the charge-sheet. Ext. M1, viz., that the affected workman had committed theft of 17 bags of the company's cement. But no such evidence is brought on record. The employers have chosen to examine only 2 witnesses. MW.1 was a clerk who had recorded statements of witnesses during the enquiry under the supervision and instructions by the Enquiry Officer, Shri D. K. Sinha and MW.2 was the Store-Keeper of the employers. Even the evidence of the Store-Keeper, MW.2 does not show that at any time the affected workman had taken cement from the store. The charge allegation also does not say that the affected workman had committed theft of the cement directly from the store. What it says is that in collusion with the contractor the affected workman had stolen the cement. No where is it clarified what is meant by the affected workman stealing the cement in collusion with the contractor. There is absolutely no evidence to prove the same. The affected workman had admitted from the very beginning that the contractor had stored the cement at his residence. MW.2 has also in his evidence that the cement left unused after the work concluded when the godown was closed for the day, the contractor kept it with him for next day's work. There is no evidence that the employers had provided any place to the contractor for storing the left over cement for using it on the next day. It probabilities that the contractor used to store the left over cement at the residence of the affected workman for using it later. On this evidence I cannot find that the affected workman was guilty of stealing cement of the company. On behalf of the workmen evidence is led to show that the trade union activities of the affected workman were not to the liking of the employers. There is no rebuttal evidence and in the statement filed

by them the employers pleaded their ignorance in this respect. The unwarranted and unjustified charge-sheet and consequential dismissal of the affected workman probablis the plea taken by the workmen.

6. Ext. M4 is a letter from the Central Government Industrial Tribunal, Dhanbad dated 12th November, 1964, addressed to the Manager of Khas Karanpura Colliery and the affected workman, stating that the application No. 95 of 1963 under Section 33(2)(b) of the Industrial Disputes Act, 1947, was allowed and the approval asked for was granted by the order dated 29th September, 1964. It is argued for the employers that the approval of the action taken by them, viz, dismissal of the affected workman was approved by the Tribunal. In *Atherton West and Co., Ltd., V. Suti Mills Mazdoor Union* (1953-S.C.R. 780) Bhagwati, J. observed "..... but the order of dismissal passed after obtaining the requisite permission can still become the subject-matter of an industrial dispute under section 2(k) of the Act and the workman who has been dismissed would be entitled to have the industrial dispute referred to the appropriate authority." The permission granted under Section 33(1) or approval accorded under Section 33(2) of the Industrial Disputes Act, 1947 does not have the effect of validating the order of dismissal. Compliance of Section 33 merely removes the ban to enable the employer to make an order of dismissal and to avoid incurring the penalty imposed by section 31(1). Thus, the validity of the order of dismissal can be challenged by the union by raising the industrial dispute in that behalf, and if an industrial dispute is raised on such a dismissal, the order of dismissal passed even with the requisite permission or approval obtained under Section 33 has to face the scrutiny of the Tribunal [*Vide Punjab National Bank Ltd., V. its workmen*, 1960(1), S.C.R. 806]. Consequently the order of the Central Government Industrial Tribunal, Ext. M4 is not an impediment in holding that the dismissal of the affected workman was not justified.

7. I, therefore, find that the dismissal of the affected workman, Shri Rambhajan Singh, Pump Khalasi by the management of the Khas Karanpura Colliery with effect from the 26th February, 1963, was not justified, and consequently, he is entitled to his wages and other emoluments and benefits from the above date till the date of his actual reinstatement as though his service was continuous. The award is made accordingly and submitted under Section 15 of the Industrial Disputes Act, 1947.

Sd./- N. VENKATA RAO,
Presiding Officer,

Central Government Industrial Tribunal (No. 2)
Dhanbad.

[No. 2/14/66-LRII.]

S.O. 4344.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Proper Kajora Colliery, Post Office Kajoragram, District Burdwan and their workmen, which was received by the Central Government on the 22nd November, 1968.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA.

REFERENCE No. 11 OF 1968

PARTIES:

Employers in relation to the Proper Kajora Colliery

AND

Their workmen.

PRESENT:

Shri B. N. Banerjee—President Officer.

APPEARANCES:

On behalf of Employers—Mr. K. K. Moitra, Vice-President of Assam, West Bengal, Orissa and Bihar Employers' Association—(Withdrawn).

On behalf of Workmen—Mr. Parashuram Panda, Asstt. Secretary, West Bengal Khan Mazdoor Sangh.

STATE: West Bengal

INDUSTRY: Coal Mines

AWARD

By Order No. 6/88/67-LRII, dated February 19, 1968, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following dispute between the employers in relation to the Proper Kajora Colliery and their workmen to this tribunal, for adjudication, namely:

- "(i) Whether the action of the management of Proper Kajora Colliery Kajoramgram, District Burdwan, in terminating the services of Shri Monoranjan Dandapat, Pump Khalasi and Shri Bhola Bouri, Banksman, respectively with effect from the 24th July, 1967 and 3rd August, 1967 is justified?
- (ii) If not, to what relief are the workmen entitled?"

The cause of the workmen was espoused by a trade union known as the West Bengal Khan Mazdoor Sangha.

2. Before this tribunal, the trade union was represented by its Assistant Secretary, parasuram Panda. The employer colliery was represented by Mr. K. K. Moitra, Vice-President of Assam, West Bengal, Orissa and Bihar Employers' Association. Both the parties filed their respective written statement. It was pleaded in the written statement filed on behalf the workmen:

- "(1) *****
- (2) That the said management has terminated their services on and from 24th July 1967 and 3rd August 1967 respectively without any notice or chargesheet or whatsoever.
- (3) That the said workmen along with other had been organising Democratic Trade Union movement and agitation against the deliberate illegal and unjustifiable acts of the management and hence they have been deliberately victimised."

It is not disputed that workmen Monoranjan Dandapat was stopped from work with effect from 24th July 1967 and workman Bhola Bauri with effect from 3rd August 1967. It was stated in paragraphs 2, 4, 5, 7, 8 and 9 of the written statement filed by the employers:

- "(1) *****
- (2) That the Employers are not aware if the workmen concerned were members of the West Bengal Khan Mazdoor Sangha or of any Union at all and put the workmen to the strict proof of the same.
- (3) *****
- (4) That Sri Dandapat submitted resignation by his letter dated 14th June 1967 for the reasons mentioned in his letter.
- (5) That the resignation of Sri Dandapat was accepted and he received his full and final payment and since left the colliery.
- (6) *****
- (7) That Sri Bholanath Bouri submitted his resignation by letter dated 13th April, 1967 for the reasons mentioned in his letter.
- (8) That above resignation of Sri Bholanath Bouri was accepted and he left the colliery after receiving his full and final payment.
- (9) That both the workmen concerned voluntarily resigned their jobs as stated above."

3. At the first hearing of the reference, on November 6, 1968, Mr. K. K. Moitra raised a preliminary objection on behalf of the employers to the effect, (a) that the West Bengal Khan Mazdoor Sangha was an outside or stranger union, (b) that the Sangha had no representative character at all and as such no *locus standi* to raise any industrial dispute and (c) that the alleged dispute, if any, was not an industrial dispute but an individual dispute and as such, beyond the jurisdiction of this tribunal to decide. He insisted upon the decision on the preliminary objection first of all, because according to him, the objection touched upon the jurisdiction of this tribunal and also because if he succeeded in his preliminary objection it would not be necessary for him to lead evidence on merits. Since the other side did not object to the above prayer, I took up for hearing the preliminary objection first of all and by an order, dated November 11, 1968, overruled the preliminary objection and directed the hearing to proceed. November 16, 1968 was fixed as the date for further hearing of the reference. This date was brought to the notice of the parties, as appears from the ordersheet.

4. When the reference was called on for hearing, Mr. Moitra filed an application, therein stating:

- "(2) That your petitioner has applied for certified copy of the Order passed by Your Honour regarding maintainability of the Order of Reference and Jurisdiction of the Tribunal.
- (3) That your petitioner has not as yet got delivery of the said Certified copy.
- (4) That after obtaining the Certified copy your petitioner wants to move the Hon'ble High Court against the said Order of Your Honour for which some time is necessary."

and prayed for one month's adjournment of the hearing of the reference in order to enable him to move against the order. I rejected the application and passed the following order:

"Mr. K. K. Moitra appears for the employer and Mr. Parashuram Panda appears for the workmen.

Mr. Moitra files an application for adjournment of the case for one month in order to enable him to move a writ petition before the Hon'ble High Court against the order rejecting the preliminary objection. I do not find any reason for doing so. It is always open to the applicant to move against the order rejecting the preliminary objection, at any time that suits him. But because the applicants have merely decided to move the High Court, I need not stay my hands without more. It is curious that they have not as yet put in the cost for certified copy. I, therefore, reject the application. Thereafter, Mr. Moitra submitted that he would not participate in the case further because he had no other instruction. The fact that the case would be heard today was known to the employers as will appear from the order sheet.

I therefore proceed with the hearing of the reference case ex-parte."

Mr. Moitra thereupon left the Court.

5. Now that the preliminary objection has been decided against the employers, the only question for my consideration is whether the two concerned workmen actually tendered their resignation. If they did, then the question of illegally stopping them from work does not arise at all.

6. According to the written statement filed on behalf of the employers, workman Monoranjan Dandapat submitted his resignation letter on June 14, 1967 and workman Bhola Bouri submitted his letter of resignation on April 30, 1967. Monoranjan Dandapat and Bhola Bouri both gave evidence before this tribunal. Monoranjan proved Ext. D and Bhola Bouri proved Ext. E. Both these documents are certificates respectively granted to them by R. K. Chatterjee, Manager of the employer colliery. Both the certificates are dated June 30, 1967. In Ext. D it is stated that Monoranjan Dandapat "has been working under me as a Banksman and then as a Pump Khalasi at Proper Kajora colliery since 10th March 1966 and he is still working as a Pump Khalasi". In Ext. E it is stated that Bhola Bouri "worked at this colliery as Pump Khalasi from October 1966 and still continuing in this job". Now, if Monoranjan had resigned on June 14, 1967, and Bhola on April 30, 1967, the manager of the colliery would not have certified that both were working on June 30, 1967. Then, again it appears that both the concerned workmen sent a joint registered letter addressed to the Manager of the colliery protesting against the illegal stoppage of work on September 4, 1967 (Ext. C). The registered cover was refused. There is no reason why the management had not the courage to receive the letter and send a bold reply asserting resignation by them as the cause, at that time. Lastly, the conduct of the management in not filing the original letters of resignation before this tribunal is beyond explanation. What was filed before this tribunal was a mere copy. When the preliminary objection was being heard and some of the documents were being marked, this tribunal enquired of Mr. Moitra as to the reason why the original resignation letters had not been filed. At that time Mr. Moitra replied that the letters were mislaid. It appears from the evidence of the workmen that the original letters of resignation was not even produced before the Conciliation Officer. The copy of the failure report which was forwarded to this tribunal by the Central Government also goes to show that copies of the resignation letters were only produced before the Assistant Labour Commissioner (Central), Raniganj, who was acting as the Conciliation Officer.

7. The evidence of the workmen that they did not resign but were illegally stopped from work stands un rebutted. The attitude of the employer in emphasising upon the preliminary objection only and in refusing to participate in the hearing when the preliminary objection was decided against them and prayer for adjournment, in order to enable them to move the High Court, was refused, compels me to decide this reference on the

available evidence. On the available evidence, I find that the action of the management of the Proper Kajora Colliery in terminating the services of Monoranjan Dandapat, Pump Khalasi and Bhola Bouri, Banksman, respectively with effect from 24th July, 1967 and the 3rd August, 1967 is not justified. I, therefore direct that the workmen be reinstated in their original position from the date of publication of this award. Since no case was made before me that the concerned workmen were sitting unemployed during the entire period of their enforced idleness by the employer colliery, I do not make any order for payment of back wages to them.

This is my award

Dated November 18, 1968.

Sd./- B. N. BANERJEE,

Presiding Officer

[No. 6/88/67-LRII.]

S.O. 4345.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 1), Dhanbad, in the industrial dispute between the employers in relation to the New Selected Dhori Colliery and their workmen, which was received by the Central Government on the 12th November, 1968.

OFFICE OF THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT No. 1 DHANBAD.

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

REFERENCE NO. 8 OF 1968

PARTIES :

Employers in relation to the New Selected Dhori Colliery

AND

Their workmen.

PRESENT :

Shri Kamla Sahai—*Presiding Officer*.

APPEARANCES :

For the Employers—Shri S. P. Gupta, Manager, New Selected Dhori Colliery.

For the Workman—None.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, Dated the 31st October, 1968.

AWARD

By order No. 2/160/67-LRII, dated the 19th January 1968, the Central Government, in the Ministry of Labour, Employment and Rehabilitation, has made this reference to this Tribunal for adjudication of an Industrial dispute described in the schedule as follows:—

SCHEDULE

“Whether the action of the management of New Selected Dhori Colliery in stopping Shri Maheshwar Prasad Ambastha, Clerk from work with effect from the 7th May, 1967 was justified? If not, to what relief is the workman entitled?”

The parties have today filed a compromise petition. The Union has not appeared. The concerned workman, Shri Maheshwar Prasad Ambastha, has personally appeared. I questioned him about the Union and he then said that, since he had personally entered into the compromise, the Union had nothing to do with the matter.

The terms of compromise are fair. The workman's employment stands terminated and he is to be paid *ex-gratia* a sum of Rs. 1000/- (One thousand Only). I therefore accept it. The reference is accordingly disposed of in terms of the compromise petition which will form part of the Award.

Let this Award be submitted to the Central Govt. Under Section 15. of the Industrial Disputes Act.

(Sd.) KAMLA SAHAI,

Presiding Officer.

BEFORE THE PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL
DHANBAD.

REFERENCE No. 8 OF 1968

Employers in relation to New Selected Dhori Colliery

AND

Their Workman.

The above reference has been amicably settled between the Employers and the Workman concerned on the following—

Terms

1. That the services of Sri Maheshwar Prasad Ambastha, the workman concerned will stand terminated with effect from 7th May 1967. He is no longer interested to continue in the employment of this Management.
2. That Sri Maheshwar Prasad Ambastha will be paid a sum of Rs. 1,000/- (Rupees one thousand) only as an *ex-gratia* payment in full and final settlement of all his claim and demands against this Management till the date of present settlement on any other account.
3. That Sri Maheshwar Prasad Ambastha has received the sum of Rs. 1,000/- (Rupees one thousand) as mentioned in para 2 (two) above.
4. That there does not exist any further dispute between the Management and the workman concerned which needs adjudication by the Honourable Tribunal.

It is, therefore, humbly prayed that this settlement may kindly be accepted and an Award passed in terms thereof.

MAHESHWAR PRASAD AMBASTHA,
Workman Concerned
Dated 8-10-1968.

S. P. GUPTA,
For Employer.

[No. 2/160/67-I.R.II.]

S.O. 4346.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, (No. 3), Dhanbad, in the industrial dispute between the employers in relation to the Bhatdee Colliery of Messrs Bengal Bhatdee Coal Company Limited, Post Office Mehuda (Dhanbad) and their workmen, which was received by the Central Government on the 20th November, 1968.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 3) AT DHANBAD

REFERENCE No 33 OF 1968

PRESENT :

Shri Sachidanand Sinha, Presiding Officer.

PARTIES :

Employers in relation to the Bhatdeo Colliery.

Versus

Their workmen.

APPEARANCES :

For employers: Shri B. P. Dabral, Chief Personnel Officer.

For workmen: Shri Lala B. P. Sinha, Member, Executive Committee, Colliery Mazdoor Sangh, Dhanbad.

INDUSTRY: Coal.

STATE: Bihar.

Dhanbad, the 12th November, 1968

AWARD

The Central Government, being of opinion that an Industrial Dispute exists between the employers in relation to the Bhatdee Colliery of Messrs Bengal Bhatdee Coal Company Limited, Post Office Mehuda (Dhanbad) and their workmen, by its order No. 2/94/66-LRII, dated the 8th of July, 1966 referred to the Central Government Industrial Tribunal, Dhanbad under section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the schedule annexed thereto. The Schedule is extracted below :

SCHEDULE

"Whether the management of Bhatdee Colliery of Messrs Bengal Bhatdee Coal Company Limited, Post Office Mehuda, District-Dhanbad was justified in dismissing from service Sarvasri Ramadhar Passi and Babulal Passi, loaders in Bhatdee Colliery, with effect from the 20th April, 1966? If not, to what relief are these workmen entitled?"

2. The Central Government Industrial Tribunal, Dhanbad registered the reference as reference No. 123 of 1966 on its file. While it was pending there, the proceeding was transferred to the Central Government Industrial Tribunal No. 2, Dhanbad by its Order No. 8/25/67-LRII, dated the 8th of May, 1967 and there it was registered as reference No. 162 of 1967. The Central Government by its subsequent order No. 8/71/68-LRII, dated the 17th of August, 1968 transferred the dispute to this Tribunal where it has been renumbered as reference No. 33 of 1968.

3. The parties negotiated the dispute and has settled it amicably. They have filed a compromise petition at annexure 'A'. According to the terms of the compromise Sarvasri Ramadhar Passi has been reinstated to his original post of Miner at Bhatdee Colliery with effect from 15th September, 1967 and Babulal Passi has been reinstated with effect from 20th October, 1967 with continuity of service in both the cases. I consider the terms of compromise as reasonable and accept the same and pass an award in terms of the joint settlement, annexure 'A' which shall form part of the award. The award may be submitted to the Central Government under section 15 of the Industrial Disputes Act, 1947.

(Sd) SACHIDANAND SINHA,

Presiding Officer.

Central Govt. Industrial Tribunal-cum-Labour Court
No 3 Dhanbad.

ANNEXURE 'A'

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, JABALPUR

REFERENCE No CGIT/LC(R)(69)/67.

PARTIES :

Employers in relation to Bhatdee Colliery

AND

Their workmen.

Messrs. Shree Shree Lakshmi Narain Trust who are the present employers in relation to Bhatdee Colliery (hereinafter referred to as the Management) and the Colliery Mazdoor Sangh representing the workmen in relation to Bhatdee Colliery (hereinafter referred to as the Union).

Most respectfully submit jointly as under:—

(1) The present Reference mentioned above arose from a dispute raised by the Union over the dismissal of Sarvasri Ramadhar Passi and Babulal Passi, Miners of Bhatdee Colliery, with effect from 20th April, 1966 and it is currently pending before the Hon'ble Tribunal. *vide* the Tribunal's Notice No. CGIT/LC(R)(69)/68, dated 1st July, 1967.

(2) The said Industrial Dispute was discussed mutually between the management and the Union recently and the following amicable settlement has been reached:—

(i) Without prejudice to the contentions of the Parties as argued by them before the Asst. Labour Commissioner (Central), Dhanbad-I, and purely with

a view to maintaining cordial relations at the Colliery, the management hereby agrees to reinstate Sarvashri Ramadar Passi and Babulal Passi as Miners at Bhatdee Colliery.

- (ii) They should report to the Manager, Bhatdee Colliery, for employment accordingly within a month of signing of the Agreement. It shall be the Union's responsibility to inform the workmen and to ensure that they report accordingly to the Manager, Bhatdee Colliery, for employment.
- (iii) The intervening period from the dates of dismissal to date of joining duty as at (ii) above shall be treated as leave without pay purely for the limited purpose of ensuring continuity of service.
- (iv) Parties will bear their own costs.
- (v) The parties most respectfully pray that the Hon'ble Tribunal may be pleased to pass an Award in terms of the foregoing settlement.

For which act of kindness the parties, as in duty bound, shall ever pray.

For the Workmen:

Sd./-

Secretary, 15-9-1967.

Colliery Mazdoor Sangh.

For the Employer:

Sd./-

For Shree Shree Lakshmi Narain Trust,

Managing Trustee, 15-9-1967

[No. 2/94/66-LRII.]

New Delhi, the 28th November 1968

S.O. 4347.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Presiding Officer, Central Government Industrial Tribunal, Calcutta, in the matter of an application under section 33A of the said Act, from Shri Shyama Pada Gupta, Laboratory Assistant represented by Shri I. K. Gupta Secretary, Sanctoria Hospital Nursing Staff and Employees' Union, Post Office Dishergarh, District Burdwan, which was received by the Central Government on the 11th November, 1968.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

MISC. APPLICATION NO. 6 OF 1968

PARTIES:

Shri Shyama Pada Gupta, Laboratory Assistant, Sanctoria Hospital of M/s. Bengal Coal Co. Ltd., Burdwan,—*Applicant*,

Vs.

The Management of Sanctoria Hospital of M/s. Bengal Coal Co. Ltd., P.O. Dishergarh, Burdwan,—*Opp. Party*.

PRESENT:

Shri B. N. Banerjee —*Presiding Officer*.

APPEARANCES:

On behalf of Applicant, Shri J. K. Gupta, Secretary, Sanctoria Hospital Nursing Staff & Employees' Union.

On behalf of Opp. Party, Shri B. P. Kabi, Security Officer.

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

This is an application by a workman, under Sec. 33A of the Industrial Disputes Act, 1947, complaining against his dismissal, pending an industrial dispute before this tribunal, without obtaining approval from this tribunal. Reference that was pending before this tribunal, at the time when this application was made, has now been disposed of. It was submitted on behalf of the applicant that attempts have been made to raise an industrial dispute over the dismissal of the applicant, before proper authorities. In these circumstances, this application was not pressed.

2. I, therefore, dismiss this application but I make it clear that dismissal of this application will not, in any way, prejudice the workman from raising an industrial dispute in the matter of his dismissal, if that can be raised under the law.

This may be treated as my award.

(Sd.) B. N. BANERJEE,

Presiding Officer.

Dated, November 4, 1968.

[No. 6/56/68-LR II.]

New Delhi, the 30th November 1968

S.O. 4348.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of Sasti Colliery of Messrs Ballarpur Collieries Company, Nagpur and their workmen, which was received by the Central Government on the 20th November, 1968.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

Dated September 24, 1968

PRESENT:

Sri G. C. Agarwala, *Presiding Officer.*

CASE REF. NO. CGIT/LC(R)(18) OF 1968

PARTIES:

Employers in relation to the management of Sasti Colliery, Post Office, Ballarpur, Distt. Chanda (Maharashtra State).

Vs.

Its workmen, represented through the Bombay Pradesh Mine Workers Union, Ballarpur.

APPEARANCES:

For employers. S/Sri S. V. Kanade and Kailash Kumar.

For workmen. Sri Haldulkar, President of the Union

DISTRICT: Chanda (M.S.).

INDUSTRY: Coal Mine.

AWARD

By Notification No. 3/3/67-LR II dated 20th February, 1968, the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), Government of India, referred the following matter of dispute as stated in the schedule to the order of reference to this Tribunal, for adjudication:—

Matter of Dispute

Whether the management of Sasti Colliery of Messrs Ballarpur Collieries Company, Nagpur were justified in not counting the service rendered by the following Coal-cutters prior to May 1966 for the purposes of calculation of retrenchment compensation at the time of effecting their retrenchment from the Company's service:—

Serial No.	Name of the workman
1.	Shri Ranjit Singh son of Shri Shitlabux Singh.
2.	Shri Udit Narayan son of Shri Kamta Prasad.
3.	Shri Saitbux Singh son of Shri Ghairao Singh.
4.	Shri Bhagirathi son of Shri Ramphal.
5.	Shri Nathu son of Shri Visheshwar.
6.	Shri Basant Lal son of Shri Dwarka.
7.	Shri Mattai son of Shri Kaloo.

<i>Serial No.</i>	<i>Name of the Workman</i>
8.	Shri Munni Lal son of Shri Dwarka.
9.	Shri Jagat Bahadur Singh son of Shri Vindabax Singh.
10.	Shri Sumer son of Shri Gyadin.
11.	Shri Badri Prasad son of Shri Sukhdev
12.	Shri Karam Chinna Chandru.
13.	Shri Yanktee son of Shri Narsa.
14.	Shri Buglaiya son of Shri Yankaiya.
15.	Shri Ramkhailavan son of Shri Bhuwar
16.	Shri Shiv Murat son of Shri Ram Charan.
17.	Shri Jagdish Bahadur Singh son of Shri Kunjbihari Singh.
18.	Shri Russi son of Shri Bakka Ram.
19.	Shri Kamirala Chhina Rayalingu.
20.	Shri Devi Prasad son of Shri Shitlaprasad Pandey.

If not, to what relief are the workmen entitled?

2. The dispute which has resulted in this reference was sponsored by Bombay Pradesh Mine Workers Union, the President of which is Sri R. K. Haldulkar and Secretary Sri Ramsijwan Singh. They both filed statements of claim but later on, the Secretary Sri Ramsijwan Singh dropped out and representation continued through Sri Haldulkar. Some of the workers in the beginning wanted representation through Koyla Khadan Kamgar Sangh, but this also was not pressed. Consequently, Sri Haldulkar acting as President of Bombay Pradesh Mazdoor Workers Union continued to represent till the end.

3. The facts are short and simple. There was a strike in the colliery from 6th April, 1966 to 3rd May, 1966 and in which these 20 concerned workmen had also participated. The management retrenched these workers and for purposes of computation of retrenchment compensation they treated the service of these workmen new when they rejoined after the strike and gave no benefit of their past service. In the conciliation the Union challenged both the justifiability of retrenchment as also the conduct of the management in depriving these workmen of their past service. The reference was, however, made only for the latter part of the conduct and no reference has been made for determining the justifiability and validity of the retrenchment which will have to be assumed in favour of the management. The concerned workmen applied to the Tribunal that the Ministry of Labour and Employment be requested to include that part of the dispute also in the reference and the workers were directed to move the Ministry themselves as far back as 26th June, 1968. Sufficient time has elapsed since then and there has been no reference on the question of validity and justifiability of the retrenchment.

4. The management contended that since the workers participated in an illegal strike which had been so declared by the competent authority under Sec. 8(1)(a) of the Coal Mines Bonus Scheme these concerned workers lost the benefit of their past service and were appointed afresh after 3rd June, 1966. It was contended that a notice had been put up on the Notice Board in English, Hindi, Marathi and Telugu intimating the workers that they had lost their past service and those who rejoined would be treated on fresh appointments. The register keeper had also been told to inform the workers which was done. The workers are, therefore, not entitled to claim benefit of past service. It was further alleged that six of the workers concerned namely, (1) S/Sri Jagdish Bahadur Singh (2) Buglaya Yenkaaya (3) Ramkhilavan Bhuwar (4) Karamchina Chandroo Yella (5) Yenkat Narsa and (6) Rushi Bakaram, had accepted full and final payment without objection and they should not be permitted to reargue the question. The competency of the Union to espouse the dispute was also challenged.

5. The question of the competency of the Union to take up the dispute loses importance by reason of incorporation of Sec. 2A of the Industrial Disputes Act. The dispute essentially relates to termination by retrenchment of as many as 20 workers and they would be covered by Sec. 2A I.D. Act. Further soon after their retrenchment the dispute was taken up by this very union in conciliation. The burden of showing that the dispute is not an industrial dispute is on employers which they have not tried to substantiate. *Prima facie* when it was taken up by the Union in conciliation, it shall be presumed that the Union was competent to raise the dispute.

6. Another technical objection that six out of twenty workers who had accepted payment should be estopped from agitating the question also is without merit. There is no rule of estoppel or acquiescence in an industrial adjudication. The mere fact that they accepted payment would not estop them from claiming their legitimate dues.

7. Coming to the controversy in question, the stand taken by the management is clearly misconceived. Under the Standing Orders of the company which has been filed by the workers illegal or unjustified strike is a misconduct under Cl. 21(1), 2(3) & (4). If it had been treated as a misconduct the procedure of holding an enquiry after chargesheeting them as required by Clause 23 of Standing Orders was necessary. Clause 32 of the Standing Orders no doubt specifies that "the Company shall have the right to summarily terminate the services of workmen participating or staging illegal strike without notice or compensation whatsoever. A strike or lock out without 14 days clear notice shall be illegal". If the management exercised power under this clause they should have terminated the services of the workers, but this was not done. No order under this clause was passed against workers. Factually also the evidence produced by the management is far from convincing. Two witnesses were examined on the question. Sri S. R. Mamidwar who was Asstt. Manager stated that under the directions of the Manager, Sri M. G. Athawale he put up a notice on the Notice Board dated 3rd May, 1968, copy of which is Ex. E/8. He had directed the Register Keeper, Sri Hanmantu Paikaji Sakrutwar (F.W.2) that he should inform workers who rejoined after strike that their services would be treated new. He could not explain why the notice was not issued by the Manager himself. He admitted that he did not instruct the register keeper to obtain the signatures of workers and no notice was sent individually to workers. It is astounding that he did not consider it necessary to instruct the register keeper that workers should be informed in writing and signatures obtained of information. It was a vital matter for the workers and management could not have taken it lightly. The original notice was not produced and Ex. F/8 is a copy of the copy which is claimed to have been in the office. Even the office copy has not been produced. The Hindi, Marathi & Telen translated notices have also not been filed. The Register Keeper, Sri H. P. Sakrutwar (EW 2) gave a highly contradictory statement. He stated that he gave information to every worker and in token thereof he obtained signatures of the workers in Form B Register. He gave similar instructions to the relieving man and stated that he also obtained signatures in Form B Register. This is in variance with the evidence of the Asstt. Manager. When Sri Sakrutwar stated that information had been given in writing and signatures obtained from workers, the management was directed to produce Form B Register on the adjourned date. Significantly, the management absented and did not turn up with the result that proceedings had to be conducted *ex parte* under Rule 22 of Industrial Disputes (Central) Rules on 24th September 1968. Evidently, the management found it discreet to absent rather than to produce Form B Register. The probabilities are also against the management. A telegram of the Conciliation Officer (Ex. W/1) filed by the Union shows that the workers had been assured of no victimisation on lifting of the strike. The strike would not have been so easily lifted if the management had insisted on depriving workers of their past service. One of the workers, Sri Debi Prasad Pandey, examined himself as WW.1 and denied that either he or any other concerned workmen was ever informed that they would lose past service. He further denied that there was any notice on the Notice Board or the Register Keeper, Sri H. P. Sakrutwar, informed him or obtained his signature on any register. He stated that everybody of them in 1967 got the benefit of train fare, leave with pay and both kinds of bonus *viz.* Attendance bonus and the Statutory bonus. It follows, therefore, that the management had extended the statutory benefits to the workers. Consequently it is unlikely that they would have warned workers that after strike they would lose benefit of past service. Such a bold action could not have been ventured by the management when the strikers were in large numbers, as many as 878, a figure having been mentioned by the employers themselves in their application under Coal Mines Bonus Scheme for declaration of the strike to be illegal (Ex. E/1).

Decision:—

It is, therefore, held that the management were not justified in not counting the service rendered prior to May, 1966 for purposes of retrenchment compensation. What period should be counted for each will be a matter for determination under Sec. 33 C as this is not a matter under reference and also because no material has been furnished in these proceedings to arrive at any conclusion. The Union shall be entitled to Rs. 100/ as costs of proceedings from the management.

(Sd.) G. C. AGARWALA,

Presiding Officer.

24-9-1968.

[No. 3/3/67-LRII]

ORDERS

New Delhi, the 22nd November 1968

S.O. 4349.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Rana Colliery of Messrs Lodna Colliery Company (1920) Limited, Post Office Kalipahari, District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Calcutta, constituted under Section 7A of the said Act.

SCHEDULE

Whether the management of Rana Colliery of Messrs Lodna Colliery Company (1920) Limited Post Office Kalipahari, District Burdwan was justified in changing the designation of the following workmen as Depot Mazdoors?

1. Shri Jagarnath Dubey,
2. Shri Sakti Pada Mondal,
3. Shri Osman Mia,
4. Shri Chinta Thakur,
5. Shri Emaman Mia,
6. Shri Bhikam Eranuk,
7. Shri Rameshwar Mahato,
8. Shri Hidadied Mia,
9. Shri Bhaba Paramanik,
10. Shri Budhan Bouri.

If not, to what relief are the workmen concerned entitled?

[No. 6/66/68-LRII.]

New Delhi, the 26th November 1968

S.O. 4350.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Messrs Dhemomain Collieries and Industries Limited, 2, Brabourne Road, Calcutta-1 and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

1. Whether the management of Messrs Dhemomain Collieries and Industries Limited, 2, Brabourne Road, Calcutta was justified in closing down the Dhemomain Colliery with effect from the 22nd October, 1968? If not, to what relief are the workmen employed therein before closure, entitled?
2. If the closure is justified, to what rate of compensation are the said workmen entitled under the provisions of the Industrial Disputes Act, 1947.

[No. 6/116/68-LRII.]

New Delhi, the 27th November 1968

S.O. 4351.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Pit No. 3 Chinakuri Colliery of Messrs Bengal Coal Company Limited, Post Office Dishergarh (Burdwan) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

Whether the management of Pit No. 3, Chinakuri Colliery of Messrs Bengal Coal Company Limited, Post Office Dishergarh (Burdwan) was justified in dismissing Sarvashri Parsuram Thakur, Pit Munshi and Sibsanakar Singh, Pump Khalasi, with effect from the 29th July, 1968? If not, to what relief are these workmen entitled?

[No. 6/96/68-IRII.]

New Delhi, the 30th November 1968

S.O. 4352.—Whereas an industrial dispute exists between the employers in relation to the Birsinghpur Colliery of Johilla Coalfields (Private) Limited, Post Office Birsinghpur Pali, District Sahdol (Madhya Pradesh) and their workmen represented by the Birsinghpur Colliery Mazdoor Sabha, Post Office Birsinghpur Pali, District Sahdol (Madhya Pradesh);

And whereas the said employers and the workmen have, by a written agreement, in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to the arbitration of the person specified therein, and a copy of the said agreement has been forwarded to the Central Government;

Now, Therefore, in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement, which was received by it on the 19th November, 1968.

FORM—C

Arbitration Agreement Under Section 10-A of I.D. Act

BETWEEN

Names of the parties :

Johilla Coalfields (P) Ltd. Birsinghpur colliery P.O. Birsinghpur Pali, District Sahdol (M.P.)

AND

Birsinghpur Colliery Mazdoor Sabha, P.O. Birsinghpur Pali, District Sahdol (M.P.)

Representing employers :

Shri K. C. Jain, General Manager, Birsinghpur Colliery, Birsinghpur Pali, Distt. Sahdol (M.P.)

Representing workmen :

1. Shri Rohini Prasad, Vice President Birsinghpur Colliery Mazdoor Sabha,
2. Shri P. K. Thakur, President Birsinghpur-Pali Dist. Sahdol (MP)

It is hereby agreed between the parties to refer the following dispute to the arbitration of Shri V. P. Pratap, Assistant Labour Commissioner (Central), Jabalpur:—

(i) *Specific matter in dispute:—*

Whether the demand made by the workmen of Birsinghpur Colliery of Johilla Coalfields Private Ltd; Birsinghpur Pali, Distt. Sahdol (MP) for wages for the period from 4th September, 1968 to 7th September, 1968 (Both dates inclusive) to these workmen of the third shift, who have been denied the same by the management is justified? If so, to what relief are they entitled.

(ii) Details of the parties to the dispute including the name and address of establishment or undertaking involved:—

Birsinghpur Colliery, P.O. Birsinghpur Pali, Distt. Sahdol (M.P.)

&

Birsinghpur colliery Mazdoor Sabha, Birsinghpur Pali, Distt. Sahdol (M.P.)

(iii) Name of the workmen is case he himself is involved in the dispute or the name of the union, if any representing the workman or workmen in question :—

Birsinghpur Colliery Mazdoor Sabha.

(iv) Total number of workmen employed in the undertaking affected=1050 (Approx.)

(v) Estimated number of workmen affected or likely to be affected by the dispute=145 (Approx.)

We further agree that the decision of the Arbitrator be binding on us.

The Arbitrator shall make his award within a period of 3 months or within such further period as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitrator shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

K. C. JAIN,

ROHINI PRASAD,

P. K. THAKUR,

Witness:

1. (Sd.) Illegible
2. (Sd.) Illegible

Copy to:

- (1) A.L.C.(C), Jabalpur
- (2) R.L.C.(C), Jabalpur
- (3) C.L.C.(C), New Delhi.
- (4) Secretary to G/I, M/L.E. & R, (D/L&E), New Delhi.

[No. 1/52/68-LRII.]

S.O. 4353.—Whereas an industrial dispute exists between the employers in relation to the Banki Colliery of Messrs National Coal Development Corporation Limited, Post Office Banki Mogra, District Bilaspur (Madhya Pradesh) and their workmen represented by the Khadan Mazdoor Union, Post Office Banki Mogra, District Bilaspur (Madhya Pradesh):

And whereas the said employers and the said workmen have, by a written agreement, in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to arbitration by the person specified therein, and a copy of the said arbitration agreement has been forwarded to the Central Government;

Now, Therefore, in pursuance of the provisions of sub-section (3) of Section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement, which was received by it on the 19th November, 1968.

AGREEMENT

(Under Section 10A of the Industrial Disputes Act, 1947.)

BETWEEN

Names of the Parties

Representing Employers :

Shri S. P. Mathur,
Dy. Supdt. of Collieries,
Banki Colliery of M/s. NCDC Ltd.,
P. O. Banki Mogra,
(Dist. Bilaspur), M. P.

Representing Workmen

Shri K. R. N. Nair,
Secretary,
Khadan Mazdoor Union,
P. O. Banki Mogra,
(Distt. Bilaspur) M.P.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri V.P. Pratap, Assistant Labour Commissioner (Central), Jabalpur.

(i) *Specific matters in dispute*

“Whether the workmen whose names are given below are eligible for sick leave under Wage Board Recommendations without fulfilling the existing condition of 190 and 240 days attendance in a year for underground and surface work respectively

If so, to what relief are these workmen entitled?"

S.No.	Name	Designation	Place of work
1.	Shri R. K. Nath	Electrical Helper	Banki Colliery.
2.	Shri Bisweswar	Mason	Do.

(ii) *Details of the parties to the dispute including the name and address of the establishment or undertaking involved.*

Employers in relation to the Banki Colliery of M/s. National Coal Development Corporation Limited, P.O. Banki Mogra (Distt. Bilaspur) M.P. and their workmen representing by Khadan Mazdoor Union, P.O. Banki Mogra (Distt. Bilaspur).

(iii) *Name of the workman in case he himself is involved in the dispute or the name of the union, if any, representing the workman or workman in question.*

Khadan Mazdoor Union, P.O. Banki Mogra (Distt. Bilaspur) M.P.

(iv) *Total number of workmen employed in the undertaking affected.*
1250

(v) *Estimate number of workmen affected or likely to be affected by the dispute.*

We further agree that the decision of the Arbitrator shall be binding on us.

The arbitrator shall make his award within a period of 3 months or within such further time as is extended by the mutual agreement between us in writing. In case the award is not made within the period aforementioned the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Representing Employees.

(Sd) S. P. MATHUR

Representing Workmen :

(Sd) K. R. N. NAIR

Witnesses :

1. (Sd) P. S. RAU

2. (Sd) A. D. MATHUR

(Sd) A. S. GUPTA

Assistant Labour Commissioner (C), Bilaspur

Bilaspur, dated the 2nd November, 1968.

[No. 5/51/68-LRIL]

BALWANT SINGH, Under Secy.

(Department of Labour and Employment)

New Delhi, the 26th November 1968

S O. 4354—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Presiding Officer, Central Government Industrial Tribunal, Dhanbad, in the matter of a complaint under section 33A of the said Act, from Shri Mushtaque Ahammed, L.D.C., represented by Shri R. K. Nair, General Secretary, National Mineral Development Corporation Mine Workers Union, Post Office Kiriburu, District Singhbhum (Bihar), which was received by the Central Government on the 12th November, 1968.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT DHANBAD

In the matter of a complaint under section 33A of the Industrial Disputes Act, 1947.
COMPLAINT NO. 6 OF 1968

PARTIES:

Shri Mushtaque Ahammed, L.D.C., Administration & General Department, Kiribura Iron Ore Mine, P.O. Kiriburi (Singhbhum)—*Complainant.*

Vs.

Kiriburu Iron Ore Mine, N.M.D.C. Limited, P.O. Kiriburu, Dist: Singhbhum—*Opp. Party.*

PRESENT:

Shri Kamla Sahai,—*Presiding Officer.*

APPEARANCES:

For the complainant: Shri R. K. Nair, General Secretary.

For the Opposite Party: J. P. Sharma.

STATE: Bihar.

INDUSTRY: Iron Ore.

Dhanbad, dated the 31st October 1968

AWARD

This complaint has been filed by Shri Mushtaque Ahammed against the order of termination of his service. It appears that the complainant was appointed by the National Mineral Development Corporation (here-in-after referred to as the corporation) by an appointment letter dated the 23rd February 1966. That letter is Annexure B to the corporation's written statement. It gives all the terms. One of the those terms is that the appointment was on probation for one year within which time the corporation could discharge him without notice and without any reason. The complainant continued in service until the 1st July, 1968. The admitted case of both parties is that the corporation did not issue a letter to the complainant before the 1st July, 1968 confirming him in his appointment or extending the period of his probation. The letter dated the 1st July is Annexure A to the corporation's written statement. By this letter, the Senior Administrative Officer of the corporation informed the complainant that "his services were no longer required with effect from the 1st July, 1968 (A.M.)".

The case of the complainant is that his service should not have been terminated without any misconduct and without issue of any charge-sheet or enquiry.

It is well-established that probation continues if the appointee is not confirmed in the meantime. That being so, Mushtaque Ahammed must be deemed to have continued on probation until even the 1st July, 1968. Shri J. P. Sharma, who has appeared on behalf of the company, has taken the preliminary objection that this complain is not maintainable because the termination of the complainants' service is not due to misconduct and as such section 33 of the Act has no application to it.

In my opinion, this objection is well founded and it must prevail. Section 33 applies only when the discharge or dismissal is for misconduct. It is not alleged in this case by the employers or the workman that the termination of service of the complainant was on account of misconduct. Hence section 33A does not apply to this case. It follows that section 33A has also no application to this case. The complaint is hereby rejected.

Let this Award to be submitted to the Central Government for information.

(Sd.) KAMLA SAHAI, Presiding Officer.

[No. 24/51/68-LRI.]

New Delhi, the 27th November 1968

S.O. 4355.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to the Commonwealth Assurance Company Limited, Calcutta and their workmen, which was received by the Central Government on the 16th November, 1968.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA.

REFERENCE No. 87 OF 1967

PARTIES :

Employers in relation to the Commonwealth Assurance Company Limited.

AND

Their workmen.

PRESENT:

Shri B. N. Banerjee—*Presiding Officer.*

APPEARANCES :

On behalf of Employers.—Shri C. L. Ganguly, Advocate.

On behalf of Workmen.—Shri R. Banerjee, Advocate.

STATE: West Bengal.

INDUSTRY: Insurance.

AWARD

By Order No. F.74/8/67/LR.III, dated October 31, 1967, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following dispute between the employers in relation to the Commonwealth Assurance Company Limited, Calcutta and their workmen represented by the General Insurance Employees Association, Calcutta, to this Tribunal, for adjudication, namely:

- "1. All the demands contained herein-below shall apply to all the employees employed in THE COMMONWEALTH ASSURANCE CO. LTD., throughout Eastern Region.
2. **Classification of Employees:** The employees shall be classified into the following categories :—
 - A. Sweepers, Peons, Watchman and Head Peons shall be placed in Grade 'A'.
 - B. Drivers etc., shall be placed in Grade 'B'.
 - C. Assistants including Telephone Operators, Typists, Comptists shall be placed in Grade 'C'.
 - D. Senior Assistants, Senior Typists and Stenographers shall be placed in Grade 'D'.
3. **Scales of Pay:**
 - A. 120—5—150—6—192—8—240 in 19 years.
 - B. 180—6—192—8—240—10—300 in 14 years.
 - C. 200—10—260—15—350—20—490 in 19 years.
 - D. 275—15—350—20—450—25—600 in 16 years.
4. **Dearness Allowance :** Dearness allowance shall be paid at the rate of 1 per cent of basic pay for every rise of one point of All India Working Class Consumers' Price Index (1949 base—100 points) upto a basic salary of Rs. 300 and 3/4 per cent per point for basic salary above Rs. 300 upto Rs. 400 and 1/2 per point for basic salary above Rs. 400.
5. **Adjustment:** An employee shall be fitted into the new scale on point to point basis, i.e., number of years they are put in service will have to be taken into account.
6. **Special Allowance:** Employees engaged in work mentioned below and/or designate as below shall be entitled to special allowance per mensem in addition to their salaries and emoluments in the manner stated below:—
 - A. Bank Peons, despatch Peons, Head Peons, Franking Machine and Duplicate Machine Operators and such other employees; Rs. 20 per month.
 - B. Typists, Telephone Operators, Cashiers, Comptists and such other employees; Rs. 30 per month.
7. **Other Allowances:**
 - A. **Overtime Allowance.** As employee working overtime shall be entitled to overtime allowance for such period of work rendered at the rate of double the hourly rate of wages.
 - B. **Outstation Allowance.** An employee required to go out of station on Office work shall be paid return 2nd class rail fare and daily allowance of Rs. 15 per day from the day of starting from the Station to the day of returning to the Station.
 - C. **Transfer Allowance.** On transfer, an employee shall be paid a transfer allowance @ Rs. 100 p.m. and 1st class rail fare from himself and his family and dependents and actual luggage and other charges. He should be allowed joining time of one week.

- D. House Rent Allowance.** All the employees shall be paid as 'House Rent' a sum at the rate of 10 per cent of their gross salary subject to a minimum of Rs. 30.
- E. City Allowance.** A city allowance at the rate of Rs. 30 per month shall be paid to each employee covered by this Charter at this Regional Office in Calcutta.
- F. Lunch Allowance.** Every employee shall be paid a lunch allowance of 0.75 P. each on all working days including Saturdays.
- G. Leave Casual Leave.** 15 days casual leave should be given in a Calendar year to all employees. 6 days' casual leave may be granted at a stretch. Casual leave may be prefixed and suffixed to holidays and Sundays.
- Privilege (Earned) Leave.** Privilege leave should be allowed to all employees at the rate of 1 day for every 11 calendar days. Employees should be allowed to accumulate leave upto six months.
- Sick Leave.** 30 days' sick leave per year should be allowed on full pay to the employees with accumulation of 12 months. No privilege leave shall be deducted when an employee is on sick leave.
- In case of prolonged illness, further sick leave with half-pay should be allowed upto 12 months' and the rest without pay.
- Maternity Leave.** Maternity leave up to the period of 3 months shall be allowed to all female employees for each pregnancy.
- Examination Leave.** Employees shall be allowed 21 days leave for appearing in all the examinations in addition to all other leave.
- Special Leave.** Union Representatives and Office Bearers of the General Insurance Employees Association, Eastern Region, and/or its affiliated Units to enable them to attend meetings and conference of the Unions and their Central Organisations and to participate in the Tribunals Conciliation Proceedings, will be granted adequate leave.
- 9. Office House:** Office hours on working days will be from 10.00 A.M. to 5.00 P.M. with 1/2 an hour recess. On Saturdays the office hour will be from 10 A.M. to 1 P.M. without recess.
- 10. Security of Service:** No employee shall be victimised for Trade Union Activity.
- 11. Grace Time:** A grace time of 15 minutes shall be allowed before the employees are marked late. If an employee is late with prior permission no late mark should be made.
- 12. Bonus:** All employees shall be paid 3 month's basic pay as bonus per year.
- 13. Free Medical Aid:** All the employees shall be entitled to free medical aid for selves and their dependents. All the cost of hospitalisation, medicines and doctors' bill shall be borne by the employer, within a week from the date of submission of bills.
- 14. Gratuity:** An employee who ceases to be in the employment of the Society for any reason whatsoever shall be paid gratuity at the rate of one month's last drawn wages multiplied by the number of years services, part of the year over six months being reckoned as one year for this purpose.
- In case of death, the gratuity shall be to his/her nominee.
- 15. Retirement Age:** The age of retirement of any employee shall be 60 (sixty) years.
- 16. Provident Fund:** The rate of contribution shall be 8½ per cent of the total emoluments, i.e. basic pay with equal contribution by the Society.
- Unclaimed Fund should be distributed pro-rata every three years amongst the existing employees from time to time.
- Full benefits of the Fund should be permitted to the employees on completion of 5 years of service and interest at a minimum rate of 6 per cent shall be paid on the total contribution by the employees and the society.

17. **Uniforms to Employees in the Grades of 'A' & 'B':** An employee of Grade 'A' & 'B' shall be provided with the following outfit annually:

1. Summar Uniforms:	Three sets
2. Umbrellas.	One
3. Footwear.	One pair
4. Rain Coat.	(One for those who are to do out-door duties).
5. Winter Uniform.	Two sets of woollen clothes.
18. **Confirmation:** Employees shall be confirmed after 3 months' probationary service automatically.
19. **Promotion:** No direct recruitment shall be made in Grade—'D' A higher post and all vacancies of such posts shall be filled in by way of promotion from among the existing staff. The promotions shall be made on the basis of seniority and merits of the employees.
20. **Transfer:** No employee shall be transferred from one place to another without his/her prior written consent and unless it is by way of promotion to higher grade.
21. **Trade Union Rights:** The General Insurance Employees Association, Eastern Region, and in affiliated units shall continue to be given due recognition and such facilities as allowing to hold Trade Union Meetings in office premises and use of Notice Board should be continued.
22. **Existing Rights and Privileges:** Nothing contained in this charter shall adversely affect or take away from any employee or group of employees any right, privileges or usages, practices or conventions, amenities or other conditions of services that are already vested in or enjoyed by such employee or group of employees.
23. **Date of Effect:** All benefits stated in this charter of demands shall have effect on and from the 1st day of January, 1967, except where otherwise stated."

2. At the hearing, Mr. C. L. Ganguly, Advocate, appeared for the employer insurance company and Mr. R. Banerjee, Advocate, appeared for the workmen. The case was argued for one day and was thereafter adjourned to December 18, 1968, for further hearing. In the meantime, this tribunal was informed that it would not be necessary for this tribunal to hear out the case and make an award because the parties succeeded in effecting a settlement. This day a joint-petition of settlement was filed before this tribunal incorporating the terms of settlement. In my reading the terms lawfully and completely settle the dispute between the parties.

3. As the parties desired for an award in terms of the settlement, I allow their prayer and make an award in terms of the memorandum of settlement filed along with the petition of compromise. Let the petition of compromise along with the memorandum of settlement, thereto annexed, form part of this award.

Dated, 11th November, 1968.

(Sd.) B. N. BANERJEE, Presiding Officer.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA.

REFERENCE No. 87 OF 1967

In the matter of an Industrial Dispute,

BETWEEN

The Commonwealth Assurance Co. Ltd.,

AND

Their workmen, represented by General Insurance Employees' Association, Eastern Region, Calcutta.

The humble joint petition of both the parties abovenamed, Most Respectfully Sheweth:—

1. That the aforesaid matter was heard in part on the 2nd November, 1968 and the next date of hearing has been fixed on 18th December, 1968.

2. That in the meantime your petitioners had discussed the pending issues, and have come to an amicable settlement in respect of all the Issues.
3. That your petitioners are enclosing herewith the Memorandum of Settlement signed by both the parties and the said Memorandum of Settlement is marked as Annexure 'A' to this petition.
4. That it is submitted that the said Memorandum of Settlement may be made part of the award.

Your petitioners pray that your Honour may graciously be pleased to pass an Award in terms of the Memorandum of Settlement (Annexure 'A' to this petition) in respect of the issues mentioned in the schedule to the Government of India's order dated 31st October, 1967.

And for this act of kindness, your petitioners as in duty bound shall ever pray.

(Sd.) M. S. KULKARNI,
Chief Accountant,
On behalf of
The Commonwealth Assurance
Company Ltd.,
11-11-1968.

(Sd.) BHUPEN DAS, Gen. Secy.
11-11-1968.
On behalf of
General Insurance
Employees' Association,
Eastern Region.

Filed by :

C. L. GANGULY,
Advocate,
for the Company

(Sd.) RAMENDRA NATH BANERJEE,
Advocate,
for the Union.

Dated 11th November 1968.

ANNEXURE 'A'

MEMORANDUM OF SETTLEMENT

Short Recital of the Case :

In respect of the Order of the Government of India (Department of Labour and Employment) dated the 31st October, 1967 incorporating in its Schedule 23 Issues, the Management of the Commonwealth Assurance Co. Ltd., and its workmen represented by the General Insurance Employees' Association, Eastern Region, have agreed to the following terms of Settlement:—

Terms of Settlement :

1. The award will be applicable to the employees of the Commonwealth Assurance Co. Ltd., throughout Eastern Region.

2. Classification of Employees

The employees will be classified in the following categories:—

(A) Sweepers, Peons, Watchmen and Head Peons and they shall be placed in Grade 'A'.

(B) Drivers shall be placed in Grade 'B'.

(C) Assistants including Clerks, Telephone Operators, Typists and Comptists shall be placed in Grade 'C'.

(D) Senior Assistants, Senior Typists, Stenographers and Accountants shall be placed in Grade 'D'.

3. On the basis of classification of employees referred to above the following grades shall apply:—

Grade "A" (Peons etc.)

Rs. 60—3—75—5—110—6—140 (17 years)

Grade "B" (Drivers)

Rs. 70—5—100—8—140—10—190—12½—265 (22 years)

Grade "C" (Assistants)

Rs. 80—5—95—8—135—10—195—15—300—15—375 (24 years)

Grade "D" (Sr. Asstts., Stenographers and Accountants etc.)

Rs. 100-10-150-15-225-20-285-25-410 (18 years)

4. Dearness Allowance :

(i) Dearness Allowance for the employees working in Calcutta offices will be as under:—

Grade "A" & "B"—Rs. 65 per month flat

Grade "C"—Rs. 100 per month flat

Grade "D"—Rs. 110 per month flat

(ii) Dearness Allowance for the employees working in offices outside Calcutta in Eastern Region will be as under:—

Grades "A" & "B"—Rs. 35 p.m. flat

Grades "C" & "D"—Rs. 60 p.m. flat

5. Adjustment :

(i) Employees who are below the minimum of the agreed scale of pay (as mentioned in item no. 3-above) will be raised to the minimum of the agreed grade to which they belong to.

(ii) Employees will be given one increment (in respect of his grade) as per the agreed scales of pay on the existing basic pay on the basis of October 1968 salary-sheet.

(iii) While working out the agreed scales of pay, the employees shall be fitted in, if necessary to the next higher scale, to correspond with their respective scales of pay.

6. Special Allowance—Not pressed for.

7. Other Allowance :

(A) **Overtime Allowance**—Overtime allowance shall be paid on the basis of local Shops & Establishments Act.

(B) **Outstation Allowance**—An employer (belonging to category 'C' and 'D') shall be paid Rs. 12/- per day and Second Class Railway fare for bothways whenever he will be deputed on duty.

(C) **Transfer Allowance**—An employee (belonging to categories 'C' and 'D') shall be paid transfer allowance @ Rs. 50/- per month and Second Class Railway fare for himself and for members of his family, besides incidental charges which will be incurred while in transit; the Company will also give reasonable time for joining duties at the new place of work.

(D) **House Rent Allowance**—Not pressed for.

(E) **City Allowance**—Not pressed for.

(F) **Lunch Allowance**—In addition to the existing system of supplying free tea once a day, the Company shall pay 25 paise on days when employees attend to their duties at Calcutta offices only. The said payments will be made on the pay day.

8. Leave :

Casual leave.—Existing practice of 10 days' casual leave per year will continue.

Privilege leave (Earned).—The Company agrees to increase the Privilege leave upto 30 days per completed year of service. This leave will be allowed to accumulate for 60 days i.e. for a period of 2 years.

Sick Leave.—Sick leave will be allowed @ 14 days per year on full pay and such leave will be allowed to accumulate upto 56 days.

Maternity Leave.—Maternity leave will be granted in accordance with Maternity Benefit Act, 1961.

Examination Leave.—Not pressed for.

Special Leave.—Not pressed for.

NOTE.—Except as provided in item No. 8 and 13 in this Memorandum of Settlement the Employees shall be governed in accordance with local Shops & Establishment Act and Rules thereunder for procedure of leave and medical aid.

9. Office Hours.—Office hours shall be—

On week days (except Saturday)—From 10 A.M. to 5 P.M. with half-an-hour recess;

On Saturdays—From 10 A.M. to 1-30 P.M. without any recess.

10. Security of Service.—Not pressed for.

11. Grace Time.—An employee will be allowed as per existing practice 15 minutes grace time, but thereafter he will be marked late in attendance; if any employee reports for duty beyond the grace period for 3 days in one calendar month, he would be deemed to be absent for one day and that will be adjusted against his leave, if one.

12. Bonus.—Not pressed for.

13. Free Medical Aid :

Medical benefit not exceeding Rs. 50/- (Rupees fifty only) in any calendar year is payable on the following terms and conditions:—

(i) On completion of treatment undergone by any employee, he shall submit a claim to the Company supported by doctor's prescriptions, cash memos from medical shops and medical certificate incorporating the registered number of the doctor, and the Company, shall reimburse the amount to the employee concerned.

(ii) In respect of doctor's fees, a bill from the doctor will be required.

(iii) X-ray, pathological examination and specialists consultation fees, may constitute an essential part of the medical treatment prescribed for such employee.

(iv) An employee on leave and who is away from the place of office will be entitled to the benefits also as above, provided his treatment is certified by a Government Medical Officer where available besides complying with the other conditions as stated above.

(v) The Company will not entertain any claim of reimbursement consequent upon or arising out of—

(a) Dental treatment, testing of eye sight and cost of spectacles.

(b) Insanity and venereal diseases.

14. Gratuity.—It is agreed that the Company shall introduce a Gratuity Scheme after three years from the date of publications of this Award, in consultation with the Union and in the event of failure of working out a Scheme the matter shall be referred to the Regional Labour Commissioner. It is also agreed that in the event of any retrenchment, the Company shall pay two months' gross salary to the concerned workman on the basis of last monthly salary drawn by him, in addition to the retrenchment benefits allowed under law.

15. Retirement Age.—Retirement age shall be 60 years.

16. Provident Fund.—Status quo will be maintained at least for next two years from the date of this agreement in respect of the existing system (i.e., the employer shall continue to contribute 4% compound interest on the amount deposited by an employee at the rate of 5% of his basic salary.

17. Uniforms to the Employees in the Grades "A" and "B"

Employees in Grades "A" and "B" will be supplied with the following outfit:—

(i) Two sets of summer uniform every year.

(ii) One umbrella every year.

(iii) One Rain Cost will be available in the office for the purpose of the concerned employee for outdoor duties.

(iv) Footwear—One pair of footwear for each peon and driver after every two years.

(v) One set of woollen uniform every year.

18. Confirmation :

Employees who will serve the company for a continuous period of 6 months shall be treated as confirmed in service except in cases where the Company is not satisfied with their service and they would in that event be informed accordingly.

19. Promotion :

Promotion to senior grade will be made by the Company as much as possible on the basis of seniority and efficiency of an employee.

20. Transfer :

Not pressed for.

21. Trade Union rights—As per law.

22. Existing Rights and Privileges :

The existing conditions of service together with the conditions enumerated in this award shall continue.

23. Date of Effect :

(i) The benefits in respect of pay scale and dearness allowance shall be with retrospective effect from the 1st July, 1968 and other benefits shall be effective from the date of the publication of the Award.

(ii) It is agreed that this Memorandum of Settlement shall be in force upto Three Years from the date of publication of the Award; and thereafter until it is terminated by either of the parties by a written notice.

(iii) It is agreed that the arrear of basic pay and Dearness Allowance from 1st July, 1968 to 31st October, 1968 shall be paid to the employees by 31st of December 1968.

Signed by :

Sd/- M. S. KULKARNI,
Chief Accountant.

11-11-1968.

On behalf of the Employer
The Commonwealth Assurance
Company Ltd.

Witnessed by :

Sd./- C. L. GANGULI,
Advocate.

Dated, Calcutta, the 11th November, 1968.

Signed by :

Sd/- BIJUPEN DAS,
General Secretary.

11-11-1968.

On behalf of the Union
General Insurance Employees' Association,
Eastern Region.

Witnessed by :

Sd./- R. N. BANERJEE,
Advocate.

[No. 74/8/67-LR.III.]

New Delhi, the 28th November 1968

S.O. 4356.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Delhi in the industrial dispute between the employers in relation to the Punjab Co-operative Bank Limited, Amritsar and their workmen, which was received by the Central Government on the 21st November, 1968.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DELHI

PRESENT:

Shri R. K. Baweja, Central Government Industrial Tribunal, Delhi.

New Delhi, the 14th November 1968

C.G.I.D. No. 4 of 1967

BETWEEN

The employers in relation to the Punjab Co-operative Bank Ltd., Amritsar,

AND

Their workmen.

Shri Ved Pal—for the bank.

Shri Rajinder Sayal—for the workman.

AWARD

The Central Government being of opinion that an industrial dispute existed between the employers in relation to the Punjab Co-operative Bank Limited, Amritsar (hereinafter to be referred as bank) and their workman as represented by the Punjab Co-operative Bank Employees' Union, Delhi (hereinafter to be referred as union), by its Order No. 51/63/67-LR/III dated 26th October, 1967 referred to this Tribunal for adjudication of the dispute in respect of the matters specified in the schedule annexed thereto. The schedule is extracted below:—

"Whether having regard to the duties performed by Shri Baij Nath Seth, Clerk Punjab Co-operative Bank Ltd., Chandni Chowk, Delhi the demand of the Punjab Co-operative Bank Employees Union, Delhi that he should be regularised as a clerk with effect from the 1st September, 1965 instead of 1st August, 1967 is justified? If so, to what relief is the workman entitled?"

2. The union in its statement of claim alleged that in response to an advertisement given by the bank in the Hindustan Times dated 29th May, 1965, the concerned workman applied to the bank for the advertised post of clerk-cum-godown-keeper-cum-cashier. On the 1st of September, 1965 the bank issued a letter to him appointing him for the said post and advised him for the time being to be paid as an apprentice on a consolidated remuneration of Rs. 100/- per month. He accepted the offer and he actually performed the duties of a clerk as well as of a godown-keeper. The workman waited for a long time and the union on the 17th of April, 1967 wrote to the bank that the workman should be regularised as a clerk with effect from 1st of September, 1965, as he had been performing the duties of a clerk continuously in the bank. The bank, however, was informed that Shri Baij Nath Seth was appointed as a clerk from the 1st of August, 1967 and that the contention of the union that he should be considered as having been appointed as a clerk from 1st of September, 1965 could not be accepted. It was, therefore, prayed in the claim statement that the bank be directed to treat the employee concerned as a regular employee from 1st of September, 1965 and to pay the difference between the amount due and the amount actually paid to him.

3. The defence of the bank in its written statement was that Shri Seth was appointed as a paid apprentice on the 1st of September, 1965 subject to the acceptance of the terms and conditions laid down in the bank's letter dated 1st of September, 1965 and as such he could not claim that he should be treated as a clerk from the date of his appointment. It was further added that he did not perform the duties of a clerk during the period of his apprenticeship, but was afforded an opportunity to learn the work of the bank without any guarantee for his being made as a regular clerk. The bank further pleaded that it was in its own discretion to judge the matter independently and to decide as to the fitness, suitability and the time of his being appointed as a regular clerk. The demand of the union to regularise the appointment of the workman as a clerk from any date prior to 1st of August, 1967, when the bank appointed him as a regular clerk, was stated not to be justified. A rejoinder was also filed by the union in which the same stand was taken as in the statement of claim.

4. The parties did not adduce any oral evidence but placed certain documents on the file in support of their respective versions which I shall now take into consideration.

5. The factual position leading to the appointment of the workman as an apprentice is not in dispute. The bank advertised the post of clerk-cum-godown-keeper-cum-cashier in the Hindustan Times dated 29th May, 1965—a copy of which is Annexure "A" to the statement of claim—and in response thereto the workman submitted his application for the same. The bank filed its letter dated the 1st of September, 1965 appointing him as a paid apprentice on a consolidated remuneration of Rs. 100/- per month. It was stated in this letter which was addressed to the workman that on his learning the work satisfactorily and acquiring the knowledge of performing the duties independently which will be decided absolutely by the bank in its discretion without assigning any reason for deciding so or otherwise, the question of offering him regular appointment would be considered. It was further mentioned that the bank did not, in any way, guarantee for the same and on the other hand the services of the workman might be terminated without assigning any reason. He was asked if these terms and conditions were acceptable to him, he could join immediately. The workman joined the bank after receiving this letter which means that he accepted the terms and conditions mentioned therein. In this letter the period of apprenticeship was not mentioned and it was within the absolute discretion of the bank to decide as to when he would be eligible for regular appointment as a clerk. It was, therefore, pointed out on behalf of the bank that the workman was considered to be fit for this post on the 1st of August, 1967 and so was appointed as a clerk on regular basis. The contention of the bank was that when the terms and conditions of appointment had been accepted by the workman it cannot now lie in his mouth to say that he should have been appointed as a clerk from the very date when he joined the bank. There is no evidence

on the file to show that the workman when he was appointed as an apprentice to learn the work, did the work of a clerk as other clerks did. So the claim of the union that he should be considered to have been appointed as a clerk from the 1st of September, 1965 because he worked as such, cannot, obviously, be accepted. When he was appointed as an apprentice he was informed so and he accepted the terms and conditions. He cannot now back out from that contract unless it has been varied by any settlement or award which I shall presently consider. I may mention here that in the letter of appointment, the period of apprenticeship was not specified and it was left to the discretion of the bank to determine it.

6. On behalf of the union my attention was drawn to Para. 23.22 of the Desai Award. It was conceded by the learned representative of the bank that this Award was binding on the institution. The said para. reads as follows:—

"Serious allegations have been made against banks in connection with the engagement of apprentices which have been denied. There is not much evidence in support of these allegations. The Sastry Tribunal in paragraph 497 of its award directed that "the period of apprenticeship, except in the case of those who work in banks so as to qualify themselves for the examinations of the Institute of Bankers, should not exceed twelve months". This direction is a salutary one. I give a direction similar to the one given by the Sastry Tribunal."

It was provided therein that the period of apprenticeship, except in the case of those who work in banks so as to qualify themselves for the examinations of the Institute of Bankers, should not exceed twelve months. In fact, this was a direction given earlier by another award known as Sastry Award and in the subsequent award of Shri K. T. Desai, a similar direction was given in the above para. It is admitted that the concerned workman did not join the bank for the purpose of qualifying himself for the examination of the Institute of Bankers. The period of apprenticeship under this award could not exceed one year, particularly when no apprenticeship period was mentioned in the offer of appointment made to him and the discretion of the bank to determine the period of apprenticeship could not be more than one year which period has been fixed by the award. The learned representative for the bank had nothing to say when his attention was drawn to this provision of the Desai Award. He, however, drew my attention to another para. 5.192 of the said award. That para. does not deal with the period of apprenticeship but lays down that it shall be at the discretion of the banks to decide which apprentices should be paid and, if so, how much. So that para. of the award is quite irrelevant as far as the present dispute is concerned. Para. 16.8 of the award on which also reliance was placed by the bank's representative has also no application to the facts of the present case. I am, therefore, quite sure that the relevant provisions which relate to the period of apprenticeship are given in para. 23.22 of the award and they specifically provide that the period of apprenticeship should not exceed one year. If an apprentice is not suitable, his services can certainly be dispensed with but if it is not the case then this period cannot be extended by the bank in the exercise of the discretion specified in the letter of appointment. I shall, therefore, hold that after the completion of one year as apprentice, the concerned workman became eligible for appointment as a clerk on regular basis with effect from 1st of September, 1966. It is, therefore, directed that the bank should treat him as a clerk appointed on regular basis with effect from 1st of September, 1966 and pay him all the benefits that accrued as a result thereof as provided in the award. The award is made accordingly.

(Five pages)

14th November, 1968.

[No. 51/63/67-LR.III.]

Central Government Industrial Tribunal, Delhi.

(Sd.) R. K. BAWEJA,

ORDERS

New Delhi, the 25th November 1968

S.O. 4357.—Whereas the industrial disputes, specified in the Schedule hereto annexed are pending before the Industrial Tribunal at Bombay, constituted by the notification of the Government of India in the late Ministry of Labour and Employment No. S.O. 172, dated the 18th January, 1960;

And Whereas the Central Government is of opinion that for the ends of justice and convenience of parties, it is necessary to transfer the proceeding in relation to the said disputes to the Industrial Tribunal No. 2 at Bombay;

Now, Therefore, in exercise of the powers conferred on him by section 33B of the Industrial Disputes Act, 1947 (19 of 1947), and read with section 33A of the said Act, the undersigned, being a duly authorised officer of the said Tribunal, do hereby with- draw the proceedings in relation to the said disputes pending before the said Tribunal and transfer the same to the Industrial Tribunal No. 1, Bombay, for its consideration and disposal. This order is issued in pursuance of the order of the Government of India in the Ministry of Labour, Employment and Rehabilitation Department of Labour and Employment No. S.O. 1971 dated 27.12.1968, by, 1968 with Sd/-N.K. Vani as the Presiding Officer, and directs that the said Tribunal shall proceed with each of the said proceedings from the stage at which it is transferred and dispose of the same in accordance with law.

SCHEDULE

Sl. No.	Parties to the dispute	No. of reference	Date of reference
1	Bombay Port Trust and their workmen	S.O. 1874	1-5-1964
2	Certain Insurance Companies and the General Insurance Employees' Union, Bombay	S.O. 3637	7-10-1964
3	Norwich Union Fire Insurance Society Ltd., Scottish Union and National Insurance Company and Maritime Insurance Company Ltd., Bombay and their workmen	S.O. 350	20-1-1965
4	Eagle Star Insurance Company Ltd. and the General Insurance Employees' Union, Bombay	S.O. 1394	23-4-1965
5	Bombay Port Trust, Bombay and Bombay Port Trust General Workers' Union, Bombay	S.O. 2327	16-7-1965
6	Bombay Port Trust and the Bombay Port Trust General Workers' Union	S.O. 2386	22-7-1965
7	Norwich Union Fire Insurance Society Ltd., Scottish Union and National Insurance Company and Maritime Insurance Company Ltd., Bombay and their workmen	S.O. 2584½	10-8-1965
8	Atlas Assurance Company Ltd., Bombay and the General Insurance Employees' Union	S.O. 2906	9-9-1965
9	Bombay Port Trust, Bombay and their workmen	S.O. 3476	28-10-1965
10	M/s. D. Abraham and Sons Private Ltd., Bombay and their workmen	S.O. 597	15-2-1966
11	New Zealand Insurance Company Ltd., Bombay and the General Insurance Employees' Union, Bombay	S.O. 829	11-3-1966
12	Bombay Port Trust, Bombay and the Bombay Port Trust General Workers' Union, Bombay	S.O. 1561	17-5-1966
13	Universal Fire and General Insurance Company Ltd., Bombay and the All India Insurance Employees Association, Calcutta	S.O. 1460	5-5-1966
14	Bombay Port Trust, Bombay and the Bombay Port Trust General Workers' Union	S.O. 2109	18-7-1966
15	Bombay Port Trust, Bombay and the Bombay Port Trust Employees' Union, Bombay	S.O. 2182	12-7-1966
16	Bombay Port Trust, Bombay and the Bombay Port Trust Employees' Union, Bombay	S.O. 2185	18-7-1966
17	Bombay Port Trust, Bombay and the Bombay Port Trust Employees' Union	S.O. 2256	22-7-1966
18	Indian Mercantile Insurance Company Ltd., Bombay and the All India Insurance Employees Association, Calcutta	S.O. 2483	11-8-1966
19	Bombay Port Trust, Bombay and their workmen	S.O. 2579	20-8-1966
20	Bombay Port Trust, Bombay and the Bombay Port Trust Employees' Union, Bombay	S.O. 2696	1-9-1966
21	Bombay Port Trust, Bombay and their workmen	S.O. 2823	17-9-1966

Sl. No.	Parties to the dispute	No. of reference	Date of reference
22	M/s. Tulsidas Khimji Private Ltd., Bombay and their workmen	S.O. 2915	21-9-1966
23	Bombay Port Trust, Bombay and the Bombay Port Trust General Workers' Union, Bombay	S.O. 2989	27-9-1966
24	M/s. Motumal & Co. Bombay and their workmen	S.O. 3580	19-11-1966
25	British India General Insurance Co. Ltd., Bombay and the Zurich Assurance Co. Ltd., Bombay and the All India Insurance Employees Association, Calcutta	S.O. 265	7-1-1967
26	New Central India Corporation Ltd., Bombay and the Employees Union, Bombay	S.O. 264	7-1-1967
27	Bombay Port Trust, Bombay and the Bombay Port Trust Employees' Union, Bombay	S.O. 153	12-1-1967
28	Swaziland General Insurance Co. Ltd., Bombay and the Employees Union, Bombay	S.O. 1302	6-4-1967
29	Bombay Port Trust, Bombay and the Bombay Port Trust Employees' Union, Bombay	S.O. 2211	22-6-1967
30	Bombay Port Trust, Bombay and the Bombay Port Trust Railwaymen's Union, Bombay	S.O. 2283	10-7-1967
31	Bombay Port Trust, Bombay and the Bombay Port Trust General Workers' Union	S.O. 2439	13-7-1967
32	M/s. Zurich Insurance Company, Bombay and their workmen	S.O. 2442	15-7-1967
33	Bombay Port Trust, Bombay and their workmen	S.O. 2663	29-7-1967
34	M/s. Elia Andrea Stern Navigation Company Ltd., Bombay and the Seafarers and Dock Workers' Union, Bombay	S.O. 2755	4-8-1967
35	Bombay Port Trust, Bombay and the Bombay Port Trust Employees' Union, Bombay	S.O. 4020	31-10-1967
36	Vulcan Insurance Company Ltd., Bombay and their workmen	S.O. 4024	2-11-1967
37	All India General Insurance Company Ltd., Bombay and their workmen	S.O. 4026	2-11-1967
38	Vulcan Insurance Company Ltd., Bombay and the Vulcan Insurance Company Limited Staff Union, Bombay	S.O. 4015	31-10-1967

[L.O. 22/8/68/LR111].

New Delhi, the 26th November 1968

S.O. 4358.—Whereas an industrial dispute exists between the management of Shri N. D. Kamble, Ex-contractor Kolan Mines (hereinafter referred to as the said employer) and his workmen represented by the Samvukta Khadan Mazdur Sangh, Rajhara (hereinafter referred to as the Union);

And whereas the said employer and the Union have, by a written agreement, in pursuance of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947) agreed to refer the said dispute to arbitration of the person, mentioned therein, and a copy of the said arbitration agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement.

AGREEMENT

(Under Section 10-A of the Industrial Disputes Act, 1947).

BETWEEN

Names of the parties:

Representing Employers: Shri Namdeo Kamble, Contractor, Kokan Mines of B.S.P., P.O. Dalli-Rajhara (Distt. Durg) (M.P.).

Representing Workmen: Shri Jibon Mukherjee, President, Samyukta Khadan Mazdoor Sangh, P.O. Dalli-Rajhara (Distt. Durg) (M.P.).

It is hereby agreed between the parties to refer the following Industrial Disputes to the Arbitration of Shri A. S. Gupta, Assistant Labour Commissioner (Central), Bilaspur.

(i) *Specific matter in the dispute.*

"Whether the closure of the establishment on 11th December, 1967 by Shri N. D. Kamble, Contractor of Kokan Mines at Rajhara is justified? If not, to what relief the workmen who were thrown out of employment are entitled?"

(ii) *Details of the parties in the dispute:*

Shri Nam Deo Kamble, Contractor, Kokan Mines of B.S.P., P.O. Dalli-Rajhara (Distt. Durg.) (M.P.) Representing Employers.

Shri Jibon Mukherjee, President Samyukta Khadan Mazdoor Sangh, P.O. Dalli-Rajhara (Distt. Durg) (M.P.) Representing Workmen.

(iii) *Name of the union representing the workmen in question.*

Samyukta Khadan Mazdoor Sangh (A.I.T.U.C.), Rajhara Mines, P.O. Dalli Rajhara (Distt. Durg) (M.P.).

(iv) *No. of workers employed in the undertaking affected:* 340.

(v) *Estimated No. of workmen affected or likely to be affected:* 340.

We further agree that the decision of the Arbitrator shall be binding on us, and it is requested that the Arbitrator shall make his award within 6 months, or otherwise it will be open to parties to choose another arbitrator.

Representing Employers:

(Sd.) N. D. KAMBLE.

Representing Workmen.

(Sd.) JIBON MUKHERJEE.
21.5.1968.

Witnesses:

1. (Sd.) D. P. SRIVASTAVA,

Labour Enforcement Officer (C), Raipur.

2. (Sd.) P. S. RAU.

Bhilai, Dated the 21st May, 1968.

[No. 37/34/68-LRI.]

New Delhi, the 28th November 1968

S.O. 4339—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the National and Grindlays Bank Limited, Kanpur, and the workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication:

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Jabalpur, constituted under section 7A of the said Act.

SCHEDULE

What should be the monetary limit up to which 'Medical aid and expenses' should be admissible to the workmen of National and Grindlays Bank Limited, Kanpur Branch and from which date?

[No. 23/89/68-LRIII.]

S.O. 4360.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Punjab National Bank Limited, Jullundur City and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A, and clause (d) of sub-section (1) of section 10, of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri P. P. R. Sawhney shall be the Presiding Officer, with headquarters at Chandigarh and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

Whether the action of the management of the Punjab National Bank Limited in transferring Shri S. P. Vermani, Clerk-Cum-Cashier from the pay office at Kesarganj, Ludhiana to the Branch Office at Chaura Bazar, Ludhiana was justified? If not, to what relief, is he entitled?

[No. 23/84/68-LR.III.]

S.O. 4361.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the New Bank of India Limited and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the power conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Delhi constituted under section 7A of the said Act.

SCHEDULE

Whether the termination of the services of Shri Madan Lal Madan, Cachier-Cum-Godown keeper, Rajinder Nagar branch, New Delhi by the management of the New Bank of India Limited with effect from the 27th July, 1968 was justified? If not, to what relief is he entitled?

[No. 23/94/68/LR.III.]

New Delhi, the 29th November 1968

S.O. 4362.—Whereas an industrial dispute exists between the management of Shri Premraj Gundhar, Contractor, Kokan Mines (hereinafter referred to as the said employer) and his workmen represented by the Samyukta Khadan Mazdur Sangh, Rajhara (hereinafter referred to as the Union);

And whereas the said employer and the Union have, by a written agreement, in pursuance of sub-section (1) of section 10A of the Industrial Disputes Act, 1947, (14 of 1947), agreed to refer the said dispute to arbitration of the person mentioned therein and a copy of the said arbitration agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement.

AGREEMENT

(Under Section 10A of the Industrial Disputes Act, 1947)

Name of the Parties.

Representing Employers: Shri Manoharlal Jain, Managing Partner, Shri Premraj Gundhar, Contractor, Kokan Mines of B.S.P., P.O. Dalli-Rajhara (Distt. Durg (M.P.).

Representing Workmen: Shri Jibon Mukherjee, President, Samyukta Khadan Mazdoor Sangh, P.O. Dalli-Rajhara (Distt. Durg) (M.P.).

It is hereby agreed between the parties to refer the following Industrial Disputes to the Arbitration of Shri Ved Prakash Pratap, Assistant Labour Commissioner (C), Jabalpur.

(1) Specific matter in the dispute.

"Whether the demand of the President, Samyukta Khadan Mazdoor Sangh, Rajhara for payment of wages for the period from 2nd March, 1968 to 8th March.

1968 during which the workers were unemployed by Shri Premraj Gundhar, Contractor, Kokan Mines of Bhilai Steel Plant is justified? If so, to what relief the workmen are entitled?"

(ii) *Details of the parties in the dispute:*

Shri Manoharlal Jain, Managing Partner, Shri Premraj Gundhar, Contractor, Kokan Mines of B.S.P., P.O. Kusum (Distt. Durg) (M.P.), Presenting Employers.

Shri Jibon Mukherjee, President, Samyukta Khadan Mazdoor Sangh, P.O. Dalli Rajhara, (Distt. Durg) (M.P.), Representing Workers.

(iii) *Name of the Union representing the workmen in question.*

Samyukta Khadan Mazdoor Sangh (AITUC), Rajhara Mines, P.O. Dalli Rajhara (Dist. Durg), M.P.

(iv) *No. of workers employed in the undertaking affected: 1267.*

(v) *Estimated No. of workmen affected or likely to be affected: 1267.*

We further agree that the decision of the Arbitrator shall be binding on us, and it is requested that the Arbitrator shall make his award within 6 months, or otherwise it will be open to parties to choose another arbitrator.

Representing Employers.

(Sd.) MANOHARLAL JAIN.

Representing Workmen.

(Sd.) JIBON MUKHERJEE.

29-5-68

Witness:

1. (Sd.) D. P. SRIVASTAVA, Labour Enforcement Officer (C), Raipur.

2. (Sd.) NATHODLAL KACHWAHA.

[No. 37/19/68-LRI.]

O. P. TALWAR, Under Secy.

(Department of Labour and Employment)

New Delhi, the 27th November 1968

S.O. 4363.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies that, with effect from the 31st December, 1967, section 6 of the said Act shall, in its application to Messrs New Consolidated Construction Co. Ltd., Rahimtoola House, Homji Street, Fort, Bombay, be subject to the modification that for the words "six and a quarter per cent" the words "eight per cent" shall be substituted.

[No. 8/164/68-PF-II.]

S.O. 4364.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Suneeta Aromatics, 89-B/90, Industrial Estate, Indore have agreed that the provisions of the Employees Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the 31st day of July, 1968.

[No. 8/107/68-PF-II.]

S.O. 4365.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies that, with effect from the 31st July, 1968, section 6 of the said Act shall, in its application to Messrs Suneeta Aromatics 89-B/90, Industrial Estate, Indore be subject to the modification that for the words 'six and a quarter per cent', the words 'eight per cent' were substituted.

[No. 8(107)/68-PF-II.]

S.O. 4366.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Ruttonsha Services Limited, International House, Bombay-Agra Road, Vikhroli, Bombay-83, have

agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirtieth day of April, 1968.

[No. 8/161/68-PF-II]

S.O. 4367.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies that, with effect from the 30th April, 1968, section 6 of the said Act shall, in its application to Messrs Ruttonsha Services, Limited, International House, Bombay-Agra Road, Vikhroli, Bombay-83 be subject to the modification that for the words "six and a quarter per cent" the words "eight per cent" shall be substituted.

[No. 8(161)/68-PF-II.]

S.O. 4368.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs New Consolidated Construction Company Limited, Rahimtoola House, Homji Street, Fort, Bombay-1, have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty first day of December, 1967.

[No. 8/164/68-PF-II.]

New Delhi, the 30th November 1968

S.O. 4369.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following further amendment in the notification of the Government of India in the late Ministry of Labour and Employment No. S.O. 670, dated the 27th February, 1962, namely:—

In Schedule I to the said notification, in the entries relating to Serial No. 4, against the entry "Thekkumbhagam" in column 3, the entry "2.I.N.P. Refrigerating Plant" in column 4, shall be omitted.

[No. F.6/19/68-HI.]

S.O. 4370.—In exercise of the powers conferred by sub-paragraph (1) of paragraph 22 of the Employees' Provident Funds Scheme, 1952, the Central Government hereby appoints the Regional Provident Fund Commissioner, Punjab, Haryana, Chandigarh and Himachal Pradesh, as the Secretary of the Regional Committee for the State of Haryana set up under the notification of the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2494 dated the 8th July, 1968.

[No. 12(7)II/62-P.F.II.]

CORRIGENDUM

New Delhi, the 28th November 1968

S.O. 4371.—In the notification of Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 1993, dated the 1st June, 1968, published in the Gazette of India, Part II, Section 3, Sub-Section (ii), dated the 8th June, 1968, at page 2708, in the Table, in column (3), for 'Neendakara', read 'Thekkumbhagam'.

[No. F.6/19/68-HI-II.]

DALJIT SINGH, Under Secy.

(Department of Labour & Employment)

New Delhi, the 30th November 1968

S.O. 4372—In pursuance of the Sub-section (5) of section 5 of the Coal Mines Labour Welfare Fund Act, 1947 (32 of 1947), the Central Government hereby publishes the following estimate of receipt into and expenditure from the Central Welfare Account of the Coal Mines Labour Welfare Housing and General Welfare Fund during the year 1968-69 together with a statement of accounts for the year 1967-68 and a report on the activities financed during that year from General Welfare Account of the said Fund, namely:—

Estimates of receipts and expenditure 1968-69

<i>Receipts</i>	<i>Expenditure</i>
Rs. 2,29,48,600/-	Rs. 3,14,71,800/-

Statement of Account for 1967-68

<i>Receipts (Rupees)</i>	<i>*Expenditure (Rupees)</i>
Opening balance on 1-4-1967 Rs. 2,05,28,728/-	Expenditure during the year Rs. 3,41,29,307/-
Receipt during the year Rs. 2,24,47,000/-	Closing balance on 31-3-1968 Rs. 88,46,428/-
Total Rs. 4,29,75,728/-	Rs. 4,29,75,728/-

(Provisional Figures)

*The expenditure figures are inclusive of loans, advances and share capital contribution to Co-operative Societies/Stores.

Medical Facilities:

(a) *Hospitals.*—The two Central Hospitals at Dhanbad and Asansol and 9 Regional Hospitals situated at different parts in the Coalfields continued to function. The Central Hospital at Dhanbad was functioning with 300 beds. Expenditure for raising the bed-strength of the Central Hospital, Dhanbad from 300 to 400 was sanctioned during the year. Further action towards implementing the scheme was in hand. The bed-strength of the Central Hospital, Asansol was increased from 300 to 350. For increasing the bed-strength of the Central Hospital, Asansol from 350 to 400, steps for construction of O.P.D. as an annexure to the Hospital and shifting the children ward from the Hospital were under way. In the Korea Coalfield the construction of the 100 bedded Central Hospital and 50 bedded T. B. Hospital at Manendragarh made further progress. The proposal for expansion of the Regional Hospital at Jamai into a 150 bedded Central Hospital was agreed to in principle. Plans and estimates therefor were prepared which were under examination. A proposal for the establishment of 100 bedded Central Hospital at Jairangdih was under consideration and action to select a suitable site was in hand. The proposal for upgrading the Regional Hospital, Naisarai from 50 to 150 beds was also under consideration. Steps for transfer of land from Bihar State Forest Department to the Organisation, required for construction of the Central Hospital with staff quarters, were in hand.

The construction work of the Regional Hospitals at Baghmara in Jharia Coalfield, and at Salanpur, in the West Bengal Coalfield was completed and the O.P.D. of these hospitals started functioning during the year. The construction of the Regional Hospital at Ramagundam was nearing completion. Proposals for establishment of a Regional Hospitals at Bhurkunda in Hazaribagh Coalfield, Talcher in the Orissa Coalfield, and Chanda and Barasia in Madhya Pradesh Coalfield, were under consideration. The proposal for construction of a Regional Hospital at Korea in Korba Coalfield in Madhya Pradesh was kept in abeyance till such time as the financial position of the Fund in the General Welfare Account would improve or the rate of cess was increased. The work on the expansion of the Regional Hospital at Chora in West Bengal Coal from 30 to 50 beds was completed,

and that of the Regional Hospital at Tisra in the Jharia Coalfield, was nearing completion. The proposal for expansion of Regional Hospital Dhanpuri from 30 to 50 beds was under consideration. Land acquisition proceedings for acquisition of 19.85 acres of land in village Kapuria for the Regional Hospital at Kapuria, and 25.60 acres of land in village Munudih and Gharkacha for the township and the Regional Hospital Pathardih in Jharia Coalfield were in progress. As regards the Regional Hospital at Girmint in the West Bengal Coalfield, the land selected for the purpose was found to be coal bearing and steps were taken to select another site. A site was selected for the Regional Hospital at Chinakuri in the West Bengal Coalfield and was referred to the Director General of Mines for clearance from the mining point of view. Delivery of possession of 18.25 acres of land for the Regional Hospital at Pandaveshwar in the West Bengal Coalfield was expected to be received shortly. The delivery of the possession of land for the Regional Hospital at Parbelia in the West Bengal Coalfield could not be obtained during the year, because of an error in the notification published under Section 4 of the Land Acquisition Act, 1894. Action for rectification of the error was initiated.

(b) *Allopathic Dispensaries.*—The two static Allopathic Dispensaries, one each at Mugma in the Jharia Coalfield and at Bhara in the Raniganj Coalfield, continued functioning. An estimate amounting to Rs. 4,68,820 for conversion of the Mugma Dispensary into an 18 bedded Regional Hospital was under consideration.

(c) *Ayurvedic Dispensaries.*—Twenty-eight Ayurvedic Dispensaries were functioning in the different coalfields. Proposals for establishment of more such dispensaries, one each in Jharia Talcher, Andhra Pradesh and 3 in Madhya Pradesh and Chanda Coalfields, were in different stages of consideration. For the manufacture of genuine medicines required for the use at the Ayurvedic Dispensaries, the Ayurvedic Pharmacy set up by the Organisation at Patherdih in the Jharia Coalfield continued to function.

(d) *Family Welfare, Maternity and Child Welfare Centres.*—A Family Welfare Centre attached to each of the Regional Hospitals, continued to function. Besides, 8 such Centres already established by the Fund in the various coalfields were also functioning as independent units, each under the charge of a Lady Health Visitor. Besides 53 Maternity and Child Welfare Centres were being run by the Asansol, Jharia and Hazaribagh Mines Boards of Health for which the Fund continued to pay grant in aid.

(e) A grant-in-aid amounting to Rs. 87,605/- was sanctioned to M/s. Andrew Yule & Company Ltd. for constructing and equipping a Gymnasium to function as a unit for physiotherapy re-medical exercises and diversional therapy at Sanctoria. Out of this amount, a sum of Rs. 50,329/- was paid to the management during the year.

(f) *Financial Assistance for improving Dispensary Services.*—With a view to encouraging the colliery managements for improving the standard of dispensary services at the collieries for the benefits of the workers and their dependents, the Scheme for payment of grant-in-aid introduced by the Organisation was continued and a sum of Rs. 13,19,142.40 was paid during the year. Further, in order to give incentive to colliery managements to provide new dispensaries or to improve the existing dispensary services for the benefit of the workers employed by them, the Organisation had introduced a scheme of financial assistance in the form of payment of interest free loans equivalent to the actual cost of construction of new building or improvement of the existing building for the dispensaries including purchase of equipment subject to a maximum of 16 times of the annual grant-in-aid. A sum of Rs. 5,48,000/- in this regard was paid to the colliery management during the period.

(g) *Other Medical Facilities:*

(i) *Anti T. B. Measures.*—The indoor department of the 100 bedded T.B. Clinic at Kalla started functioning from 1-1-1968. Besides the 262 beds provided by the Fund (12 at Katras, 100 each at Bhanbad and Kalla and 50 at Searsol), 77 beds remained reserved in the various T.B. Sanatoria. The additional 25 beds provided for in the T.B. Clinic Katras did not start functioning during the year as the work of internal electric connections was being carried on.

The Domiciliary T.B. Treatment Scheme which was introduced in all the coalfields continued to be implemented. The Scheme of payment of diet and subsistence allowances to dependents of T.B. patients, who were undergoing treatment in the beds provided for and reserved by the Fund, also continued to function.

The work of construction of 30 bedded T.B. Clinic in Ramagundam in Andhra Pradesh Coalfield, the T.B. Clinic building at Jamai in Pench Valley Coalfield, and the staff quarters for the T.B. Clinic at Kurasia in Madhya Pradesh Coalfield was in progress. Plans and estimates amounting to Rs. 3,72,000/- for construction of a 30 bedded T.B. Clinic to be

attached to the Regional Hospital, Dhanpuri in the Vindhya Pradesh Coalfield was under consideration. An estimate amounting to Rs. 39,100/- for construction of a 30 bedded Clinic to be attached to the Regional Hospital, Tisa in the Jharia Coalfield was kept in abeyance pending examination of the proposal to raise the bed strength of the T.B. Clinic at Katraa. Revised estimates amounting to Rs. 2,39,160/- each for construction of 30 bedded T.B. Clinic at Phusia and Naisarai were prepared by the Executive Engineer of the Organisation for obtaining expenditure sanction.

(ii) *X-Ray Facilities.*—X-Ray plants have already been installed at both the Central Hospitals and also at some of the Regional Hospitals of the Fund. Besides, the Organisation also supplies X-Ray plants to be installed at Hospitals run by the Colliery Managements for the benefit of the Colliery workers and their dependents. Under this Scheme, 14 X-Ray plants have so far been supplied and are in commission at various colliery hospitals.

(iii) *Treatment of Leprosy.*—54 beds are maintained for treatment of leprosy cases at 3 leprosy Hospitals, run by voluntary Organisation in Bihar and West Bengal. A proposal for payment of financial assistance to another Leprosy Institution for treatment of colliery workers affected with Leprosy was under consideration during the year. The Scheme of payment of diet and subsistence allowances on the same lines as in the case of T.B. continued.

(iv) *Treatment of Mental Cases.*—Arrangement existed for the treatment of colliery workers and their dependents suffering from mental diseases at the Mental Hospitals, Ranchi and Nagpur. In addition to this 12 beds at the Mental Diseases Hospital, Ranchi were reserved during the year for treatment of colliery workers and their dependents.

(v) *Treatment of Cancer Cases.*—For the treatment of cancer patients, the Deep X-Ray Therapy plant installed at the Central Hospital, Kalla, Asansol continued to function. 2 beds already reserved at the Chittaranjan Cancer Hospital, Calcutta were continued. A proposal for reservation of 12 beds at the Patna Medical College Hospital for treatment of cancer patients was under consideration. Further, arrangements to have patients suffering from cancer treated at the P.M.C. Hospital also continued to be made.

(vi) *Rehabilitation.*—A Rehabilitation-cum-Physiotherapy Centre attached to each of the Central Hospitals continued to function.

(vii) *Family Planning.*—All the Family Planning Institutions as well as the family welfare centres of the Fund have a Family Planning Clinic attached to them which continued to function as usual. The Scheme for cash payment for those who underwent sterilisation operation also continued as usual. The scheme for setting up of 5 static Family Planning Units one each at the Central Hospitals, Dhanbad and Asansol and at the Regional Hospital, Naisarai in the Hazaribagh Coalfield and Jamai and Dhanpuri in the M.P. Coalfield was sanctioned during the year. Setting up of 3 Mobile Medical Units, one each at the Central Hospitals, Dhanbad and Asansol and at the Regional Hospital, Bhuli was also sanctioned. Necessary staff were recruited and posted at different centres which started functioning during the year.

(viii) *Vaccination squad at Chhindwara.*—For organising vaccination squads against small pox in the Chhindwara District of Madhya Pradesh nine vaccinators and one Sanitary Inspector were appointed.

Others.—Other important activities of the Fund on the medical and public Health side were establishment of Blood Banks at both the Central Hospitals at Dhanbad and Asansol, establishment of Health Promotion Centres, maintenance of ambulance vans, free supply of spectacles, dentures, Malaria Control Operations and Anti-filaria Measures, etc.

(h) *Education and Recreational Activities* (i) Some relevant statistics highlighting the important activities during the year are given below:—

Miners' Institutes, "	62
Welfare Centre for Women	64 (272 women made literate).
Adult Education Centres.	66 (967 men made literate).
Feeder Adult Education Centres	163
Miners' Hostel.	53 (17200 labourers lived in hostels).
Scholarships to the children of colliery workers.	500 general and 22 technical Scholarships are awarded every year in addition to the renewal of the scholarship awarded during the preceding year.

Training in leadership and disciplines.	4 children's training camps were organised for which a sum of Rs. 10,000/- was sanctioned.
Boarding Houses for Children	3.
Amount spent on provision of open Lungs.	Rs. 89,622.51
Holiday Hom.	4

(ii) *Games and Sports*.—During the year under report a sum of Rs. 1,57,800/- for organising games and sports, Rs. 43,600 and Rs. 11,300 for holding foot-ball and volley-ball tournaments and Rs. 41,300 for organising the 7th All India Coalfield Sports held at Burhar Colliery Ground in Madhya Pradesh were sanctioned. The 7th All India Coalfield Foot-ball Tournament was held on 19th November, 1967 at Bargolai Colliery Ground in Assam. The 4th All India Coalfield Volley-ball Tournament was held on 10th March, 1968 at Rampur Colliery Ground in Orissa for which a sum of Rs. 27,600 was sanctioned.

(iii) *Bharat Darshan Special Train*.—The 8th Bharat Darshan Yatra Special Train which left Dhanbad on 25th March, 1967 on North India Tour carrying about 400 Coal Miners returned to Dhanbad in the first week of April, 1967 after visiting important religious and other places of interest. Similarly the 9th Bharat Darshan Yatra Special Train carrying about the same number of miners started on 21st December 1967 on South India Tour and returned to Dhanbad in the 2nd Week of January, 1968.

(iv) *Exhibition*.—The Indian International Trade and Industrial Fair 1968 was held in Madras from the 21st January, 1968 to the 11th Mar. 1968 where the Coal Mines Welfare Organisation had put up its stall in the Ministry's Pavilion and displayed attractive models Charts, pictures, etc. on the various activities of the Organisation which was visited every day by a large crowd including several V.I.Ps.

(h) *Other Welfare Activities:*

(i) *Water Supply Schemes:*

Jharia Coalfield: Damodar Water Supply Scheme.—Some of the materials which were intended for on behalf of the Jharia Water Board for this scheme by the Organisation were received by the Jharia Water Board. The work was in progress.

The independent water supply schemes submitted by M/s. Bird and Co. (P) Ltd. for their Munidih, Katras and Loyahat Collieries was in progress. The remaining 25 per cent of the subsidy was to be paid as soon as the schemes were completed.

Water Supply Scheme at Monidih Colliery submitted by M/s. National Coal Development Corporation Limited estimated to cost Rs. 10,69,200:00—1st phase of the scheme was already completed. 20 per cent of the estimated cost of the 1st phase of the scheme as initial subsidy was recommended by the Public Health Engineer of the Organisation. Necessary action for payment was in hand.

Water Supply Scheme at North Tetulmari Colliery: M/s. North Tetulmari Colliery Company submitted a water Supply scheme estimated to cost Rs. 20,775:00, 25 per cent of estimated cost was recommended by the Public Health Engineer as initial subsidy to the colliery company. The proposal was sent to the Jharia Coalfield Sub-Committee for consideration.

Bokaro and Kargali Coalfield.—An Integrated Water Supply Scheme at an estimated cost of Rs. 40 lakhs was completed, 20 per cent of which was paid. The balance amount was to be paid as soon as the verification of accounts was done. The Water Supply Scheme for new Selected Dhori Colliery amounting to Rs. 1,91,916/- was sanctioned and payment of initial subsidy was recommended.

Ramgarh-Karanpura Coalfield.—M/s. National Coal Development Corporation Ltd. submitted an Integrated Water Supply Scheme for Ramgarh-Karanpura Coalfield estimated to cost Rs. one crore. A sum of Rs. 15,43,084/- representing 20 per cent of the estimated cost was paid. The work was in progress.

M/s. Bird & Co. (P) Ltd., submitted a scheme for water Supply scheme for Sounda Colliery estimated to cost Rs. 66,765:77. The work was in progress.

Mugma Coalfield.—Water Supply Scheme at Laikdih Deep Colliery and Chanch Colliery of M/s. Andrew Yule and Co. Ltd., were completed. 25 per cent of the Schemes as initial subsidy was paid to the colliery. As the schemes were completed the balance amount was to be paid as soon as verification of the accounts was completed.

Bengal Coalfield.—Implementation of the Integrated Water Supply Scheme as drawn up by the Government of West Bengal for supply of water to the Raniganj Mining Population was in progress. Out of the grant payable by the Coal Mines Welfare Organisation

to the Government of West Bengal for implementation of the scheme, a sum of Rs. 14 lakh was paid during the year under report.

Water Supply Scheme for Parbelia and Chinakuri Collieries submitted by M/s. Andrew Yule Co. Ltd. estimated to cost Rs. 1,99,746.00 and Rs. 1,84,000 respectively were completed. The remaining 25 per cent of the estimated cost was to be paid when the verification of accounts was completed.

M/s. New Satgram Colliery submitted the modified scheme was scrutinised and technically approved for Rs. 1,73,634 by the Public Health Engineer of the Organisation. Action for payment of further sum of Rs. 13,633.50 as initial subsidy was in hand.

Water Supply Scheme at Belbaid Colliery submitted by M/s. Belbaid Collieries Ltd., estimated to cost Rs. 64,370 was scrutinised and technically approved by the Public Health Engineer of the Organisation who recommended a sum of Rs. 16,092.50 as initial subsidy to be paid to the Colliery company, the payment whereof was effected during the period under report.

Madhya Pradesh Coalfields

The water supply scheme submitted by M/s. S. C. Rungta Colliery for an estimated cost of Rs. 1,25,293.90 was under examination. The scheme when implemented would serve about 2,000 persons residing in the colliery.

Integrated Water Supply Schemes for Bankisura Khchar, Kobra and Bistrampur Collieries were completed.

Andhra Pradesh Coalfield

M/s. Singareni Collieries Co. Ltd. submitted a water supply scheme for Kothagudem Colliery estimated to cost Rs. 17.44 lakhs. Payment of 3.85 lakhs representing 20 per cent of the estimated cost was made during the year under report.

M/s. Singareni Collieries Co. Ltd. submitted a water supply scheme at Bellampalli estimated to cost Rs. 4,86,430 for consideration of subsidy. The scheme was under examination.

Sinking of wells on 50 per cent subsidy basis.—Fifteen wells under the scheme of 50 per cent subsidy basis were sanctioned during the period under report for construction at different coalfields. A sum of Rs. 13,468.00 so far was paid as subsidy to the different collieries. 17 wells were completed and paid for during the period under report.

(ii) *Cooperatives.*—Upto the year under report, 197 Co-operative Credit Societies, 373 primary Co-operative Stores and 12 Wholesale Central Co-operative Stores were functioning bringing the total of all societies and stores to 582 at the end of March, 1968. The average monthly sales through the Central Co-operative Stores alone was 58 lakhs. During the year, financial assistance as loan for stock piling of food grain amounting to Rs. 58 lakhs was granted to these cooperatives from the Coal Mines Labour Welfare Fund.

[No. 16(59)/68-MII.]

C. R. NAIR, Under Secy.

MINISTRY OF FINANCE

(Department of Economic Affairs)

New Delhi, the 25th November 1968

S.O. 4373.—In exercise of the powers conferred by Section 50 of the Reserve Bank of India Act, 1934, (2 of 1934), the Central Government hereby appoints the following firms as Auditors of the Reserve Bank of India for the year 1968-69, namely :—

- (1) Messrs. S. B. Billimoria and Co.,
113, Mahatma Gandhi Road,
Fort, Bombay.
- (2) Messrs. Brahmayya and Co.,
337, Thambu Chetty Street,
Madras-1.

(3) **Moons. Ray and Ray,**
6, Church Lane,
Calcutta.

[No. F.3(67)-BC/68.]

New Delhi, the 26th November 1968

S.O. 4374.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 9 of the said Act shall not apply to the Bareilly Corporation (Bank) Ltd., Bareilly—

- (a) in respect of the immovable properties held by it at Farrukhabad and
- (b) in respect of the house property held by it at Jugalghat, Brindaban (District Mathura) till the 13th December, 1969.

[No. F.15(3)-BC/67.]

S.O. 4375.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 9 of the said Act shall not apply to the Lakshmi Commercial Bank Ltd., New Delhi, in respect of the property, viz., 'Hans Raj Mills Building', held by it at Amritsar, till the 31st December 1968.

[No. F.15(13)-BC/68.]

New Delhi, the 28th November 1968

S.O. 4376.—In exercise of the powers conferred upon it by clause (c) of section 10 of the Agricultural Refinance Corporation Act, 1963 (10 of 1963), the Central Government hereby nominates Shri D. N. Ghosh, Deputy Secretary, Ministry of Finance (Department of Economic Affairs) as a director of the Agricultural Refinance Corporation *vide* Shri S. S. Shiralkar.

[No. F.14/43/68-SB.]

S.O. 4377.—In pursuance of clause (c) of sub-section (1) of section 21 of the State Bank of India Act, 1955 (23 of 1955), the Central Government, in consultation with the Reserve Bank of India, hereby renominates the following persons to be members of the Bombay, Madras, New Delhi, Kanpur and Ahmedabad Local Boards of the State Bank of India respectively with effect from the 1st December, 1968 :—

Bombay Local Board

Dr. M. C. Munshi, "Arti", 'D' Block, Old Nagardas Road, Andheri East, Bombay.

Madras Local Board

1. Shri P. Brahmayya, 9, Dr. C. P. Ramaswamy Iyer Road, Madras.
2. Shri N. Ramaratnam, Kaumudi, Warren Road, Madras.

New Delhi Local Board

1. Shri S. K. Das, A-59, Kailash Colony, New Delhi-14.
2. Shri J. B. Dadachanji, Dadachanji and Co., 4th Floor (Rear Side), Jeeven Vihar,
3. Parliament Street New Delhi-1.

Kanpur Local Board

1. Shri Devendra Swaroop, 15/96, Civil Lines, Kanpur.
2. Dr. Rajendra Rohatgi, 16/29, Civil Lines, Kanpur.
3. Shri N. L. Khanna, 8/215, Aryanagar, Kanpur-2.

Ahmedabad Local Board

Shri Jadavji K. Modi, Chairman, District Central Cooperative Bank, Bhavnagar.

[No. F. 8/162/68-SB.]

V. SWAMINATHAN, Under Secy.

INCOME-TAX

New Delhi, the 28th November 1968

S.O.4378.—In exercise of the powers conferred by sub-section (1) of Section 121 of the Income-tax Act, 1961 (43 of 1961) the Central Board of Direct Taxes hereby makes the following amendments to the Schedule appended to its Notification No. 20 (F. No. 55/1/62-IT) dated the 30th April, 1963, published as S.O. 1293 on pages 1454-1457 of the Gazette of India, Part II Section 3, sub-section (ii) dated the 11th May, 1963 as amended from time to time:—

Existing entries under columns (1), (2) and (3) against S. No. 15 and 15-A shall be substituted by the following entries:—

Income-tax Commissioners	Headquarters	Jurisdiction
1	2	3
15 Lucknow	Lucknow	1. Lucknow Circle I 2. Lucknow Circle II 3. Salary Circle Lucknow 4. Companies Circle Lucknow 5. Estate Duty-cum-Income-tax Circle, Lucknow. 6. Hardoi. 7. Sitapur 8. Gonda. 9. Faizabad. 10. Nainital 11. Haldwani. 12. Lakhimpur Kheri. 13. Allahabad. 14. Salary Circle Allahabad. 15. Estate Duty-cum-Income-tax Circle, Allahabad. 16. Jaunpur. 17. Varanasi. 18. Special Circle Varanasi. 19. Mirzapur. 20. Azamgarh. 21. Ballia. 22. Gorakhpur. 23. Moradabad. 24. Rampur. 25. Bareilly. 26. Bulandshahr. 27. Najibabad. 28. Shahjahanpur.
15A Kanpur	Lucknow	1. Circle I Kanpur. 2. Circle II Kanpur. 3. Salary Circle Kanpur. 4. Companies Circle Kanpur. 5. Special Circle Kanpur. 6. Estate Duty-cum-Income-tax Circle Kanpur. 7. Jhansi. 8. Etawah. 9. Banda. 10. Agra. 11. Mathura. 12. Mainpuri. 13. Fatehgarh. 14. Aligarh. 15. Firozabad. 16. Saharanpur. 17. Muzzabar Nagar. 18. Meerut.

